



Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("Qualtrics")	Davis Joint Unified School District 526 B St Davis, CA 95616 United States ("Customer")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics Terms of Service at https://www.qualtrics.com/terms-of-service/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	<ul style="list-style-type: none"> - Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit 	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		
To be completed by Customer		
Regional Data Center:	US	Purchase Order Number (if any):
Email Address for Invoice Submission:	mbest@djusd.net	Shipping Address:
Invoicing Instructions (if applicable):	Billing Address for Invoice Submission:	526 B St Attn: Davis Joint Unified School District DJUSD Davis CA United States 95616

Qualtrics	Customer
By (signature):	By (signature):
Name:	Name: Amari Watkins
Title:	Title: Associate Superintendent of Business Services
Date:	Date:
Qualtrics Primary Contact:	Customer Primary Contact:
Name: Brett Callahan	Name: Matt Best
Phone:	Phone: 530-757-5300 x
Email: bcallahan@qualtrics.com	Email: mbest@djusd.net



Order Form

Service Level Exhibit

Service Levels

1. **Availability.** Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
 - a. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
 - b. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
 - c. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
 - d. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%



Order Form Fees Exhibit

License Details

Start Date	End Date	Term in Months
27-Jan-2021	25-Nov-2021	10

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
27-Jan-2021 TO 25-Nov-2021	Cloud Professional	\$1,666.67* \$0.00	Effective Date	Net 30	Q-1407910
Total		USD \$1,666.67			

*Term-based prorated amount of \$2,000.00 annualized price.

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release

Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.



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Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service will automatically renew for a successive one-year term with a price increase of no more than 5% at such renewal, unless either party provides notice of nonrenewal within 30 days after receiving the renewal notice.

[Description of Services on following page]



Order Form

YEAR 1
Q-1407910

CLOUD SERVICE

Proration Credit
Developer Tools