



## Order Form

Parties:	Qualtrics LLC 333 W River Park Drive, Provo, UT, 84604 United States ("Qualtrics")	County of Dakota   MN 1590 Highway 55 HASTINGS MN 55033 United States ("Customer")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics General Terms and Conditions at <a href="https://www.qualtrics.com/legal/customers/gtcs/">https://www.qualtrics.com/legal/customers/gtcs/</a> (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"> <li>- Service Level Exhibit</li> <li>- Fees Exhibit</li> <li>- Cloud Service Exhibit</li> </ul>	
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:		
<b>To be completed by Customer</b>		
Regional Data Center:		Purchase Order Number (if any):
Email Address for Invoice Submission:	dave.paulsen@co.dakota.mn.us	Shipping Address:
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:
		Attn: County of Dakota   Dakota County 1590 Hwy 55 Hastings, MN United States 55033

Qualtrics	Customer
By (signature):	By (signature):
Name:	Name:
Title:	Title:
Date:	Date:
<b>Qualtrics Primary Contact:</b>	<b>Customer Primary Contact:</b>
Name: Alex Craft	Name: Dave Paulsen
Phone:	Phone:
Email: acraft@qualtrics.com	Email:





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### Service Level Exhibit

#### Service Levels

1. **Availability.** Qualtrics ensures that the Cloud Service has an availability level of 99.93%, 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.
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 Cloud Service affected by Downtime). All times listed immediately below are per calendar month.
  1. If Downtime is 30 minutes (=99.93%) or less, no Fee Credit Percentage is awarded.
  2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
  3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
  4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

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## Fees Exhibit

### License Details

Start Date	End Date	Term in Months
First date of the initial period in the table below	Last date of the final period in the table below	12

### Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
17-May-2024 TO 16-May-2025	Cloud Professional	\$25,080.00* \$0.00	Effective Date	Net 30	Q-98469
<b>Total</b>		<b>USD \$25,080.00</b>			

\*Incremental upgrade amount based on \$33,900.00 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.

#### Excess Use

The Cloud Service is subject to Usage Metrics and volume specified in the Order Forms and Documentation. Any use of the Cloud Service that exceeds this scope shall incur additional fees. Fees accrue from the date the excess use began. Customer will execute an Order Form for additional quantities of the applicable Usage Metrics promptly upon Qualtrics' request, and/or pay any invoice for excess use, which will be sent on the next anniversary of the current annual period with net 30 payment terms. Customer will pay for excess use based on Qualtrics' prices on the date the excess use began.

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## Cloud Service Exhibit

**Cloud Service Renewal (not applicable to pilots or proofs of concept).** Upon expiration of the full contract term as set out in the Fees Exhibit ("Initial Term") and each subsequent renewal 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 written notice of non-renewal or modification at least 90 days prior to the end of the applicable term.

*[Description of Services on following page]*

# Order Form

**YEAR 1**  
**Q-98469**

## **CLOUD SERVICE**

CoreXM5;XM for Strategy + Research

XM for Strategy + Research

Strategic Research Interactions : 35,000

SMS Text Reserve : 50,000

Qualtrics permits Customer to process a limited number of characters (as defined at <https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses>) through its translation functionality per subscription year ("Translation Limit") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

The Cloud Services purchased are subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/legal/customers/product-terms>