

# Service Order

Parties:	Qualtrics, LLC ("Qualtrics")					
	AppDynamics LLC ("Customer")					
Effective Date:	17 June 2019					
Governing Document:	This Service Order is subject to the Participating Addendum between AppDynamics LLC and Qualtrics, LLC dated as of June 14, 2019 (the "Agreement"). All terms used but not defined herein have the meanings given to them in the Agreement.					
Attachments:	<ul><li>Subscription Services Exhibit</li><li>Professional Services Exhibit</li></ul>					
Services:	As set forth in the exhibits attached hereto					
Term:	As set forth in the exhibits attached hereto					
Termination:	Notwithstanding any termination for convenience rights in the Agreement, Customer may terminate this Order for convenience only on the condition that all fees set forth herein are paid in full.					
Payment Terms:	Net 60 days following invoice					
Additional Terms:						
To be completed	To be completed by Customer					
Regional Data Center:	US	Purchase Order Required?	PO Required: PO number (if required):			
Email Address for Invoice Submission:	accountspayable@appdynami cs.com	Billing Address for Invoice Submission:	Attn: AppDynamics LLC 303 2nd St, North Tower, Fl 8San Francisco CA United States 94107			
Invoicing Instructions (if applicable):						

Qualtrics	Customer	
By (signature):  Docusigned by:  Mark (rur	By (signature):	
Name: Mark Creer	Name: Elise Leung	
Title: Managing Counsel	Title: General Counsel of AppDynamics LLC	
Date: June 18, 2019	Date: June 14, 2019	
Qualtrics Primary Contact:	Customer Primary Contact:	
Name: Skylar Schone	Name: Chika Ando	
Phone:	Phone: 415-442-8400	
Email: skylars@qualtrics.com	Email: chika.ando@appdynamics.com	

QUALTRICS CONFIDENTIAL Page 1 of 7



# **Subscription Services Exhibit**

[Fees and description of Services on following page]

# qualtrics.<sup>™</sup>

Chika Ando 415-442-8400

Expiration Date: 05-Sep-2019

Q-1167984

AppDynamics LLC 303 2nd St, North Tower, FI 8 San Francisco CA 94107 United States

TERM 12 Months

START DATE 17-Jun-2019

END DATE 16-Jun-2020

## **PRICING**

# RC5 State of the Art

RC Core Number of Responses: up to 12000

SSO

Admin User Includes up to 5

**Advanced Question Types** 

**Advanced Quotas** 

**Branded URL** 

**Custom Theme** 

iQ Directory - RC Advanced

Offline App

ExpertReview - Compliance Assist

RC ExpertReview - Response Quality (Advanced)

Screen Out Reporting

SMS

Stats IQ (Describe and Relate)

Stats IQ (Pivot and Regression)

# **TOTAL AMOUNT DUE TO QUALTRICS**

Not including Professional Services (shown below)

USD \$18,000.00

RC Standard Implementation Package

\$1,500.00

Qualtrics Partner Walker Information will deliver RC5 Standard Implementation. Qualtrics will invoice on behalf of Walker Information.

(Just a note – waiving year 1 implementation costs was discounted from the tech portion of the license (\$1,500). Year 2 pricing will increase to \$19,500 + any other additional upgrades and renewal uplifts.)

Kind regards,

Skylar Schone

Account Manager

QUALTRICS CONFIDENTIAL Page 3 of 7



## TERMS & CONDITIONS

Prices shown do not include sales tax, GST, HST, VAT or other taxes that may apply. Applicable taxes will be presented on the invoice.

Unless inserted as part of a Service Order, this quote does not constitute a contract and is based on current information about the project requirements. Timelines for associated projects will be provided in a separate Statement of Work. Unless inserted as part of a Service Order, actual costs may change once project requirements and timelines are finalized.

Software total above does not include any additional services fees that may be applicable.

QUALTRICS CONFIDENTIAL Page 4 of 7



#### **Professional Services Exhibit**

Customer agrees that Qualtrics may use partners to deliver any portion(s) of the Project at Qualtrics' discretion.

## 1. Definitions

- a. "Delivery Team" refers to the set of resources assigned for fulfillment of project scope.
- b. "Project" refers to the project that is the accumulation of Deliverables to be provided under this Professional Services Exhibit .
- c. "Standard Business Hours" are 0900 to 1700 hours according to the following regions:

i.Americas: Mountain Time (Salt Lake City)

ii.Europe: Greenwich Mean Time (Dublin)

iii.Asia Pacific: Australian Eastern Time (Sydney)

# 2. Project Scope

- a. Kickoff Call & Project Duration
  - i. Delivery Team will coordinate with Customer to schedule a Project kickoff call, which will last up to 1 hour and will cover the following components:
    - 1. Key Delivery Team and Customer contacts
    - 2. Project objectives and requirements
    - 3. Suggested training materials, and timeline for project launch
  - ii. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer's milestones. If Customer elects to not hold kickoff call, project timeframe begins at day of first contact with Delivery Team.
  - iii. It is estimated that the Project will begin 1 Week after this agreement has been fully executed.
  - iv. Project Duration will be 12 weeks.

# b. Pre-Launch Check-In

- i. Prior to program launch, Customer will coordinate with Delivery Team to schedule a pre-launch check-in. This call will last up to 1 hour and will cover the following components:
  - 1. Walk through of configured project, which will be done via screen-share
  - 2. Recommended changes or areas for improvement, as applicable
  - 3. Final pre-launch project questions
  - 4. Next steps for project launch

# c. Consulting Hours

- i. Including the Kickoff Call (2a) and Pre-Launch Check-In (2b), Delivery Team will be available for a total of 8 consulting hours to be used during the defined project duration. These hours may be used for any of the following activities:
  - 1. Guidance on project structure and design
  - 2. Guidance on project configuration
  - 3. General project status calls
  - 4. Research and respond to emailed questions

ii. Consulting hours are intended to be used for project-specific guidance. Any support required beyond the included hours may require a new, signed statement of work with additional fees. For general product questions, we recommend using the online resources at qualtrics.com/support or contacting the Qualtrics Support team. These services do not count towards consulting hours.

# 3. Responsibilities

## a. Delivery Team Responsibilities

- i. For projects that involve a new license setup, provides initial configuration of license and Qualtrics account, including creation of up to 3 brand administrator users.
- ii. The purpose of the Project is to train Customer to be able to manage the program when the Project is complete. As such, the Delivery Team does not perform full setup and configuration of Qualtrics as a full-service implementation.

# b. Customer Responsibilities

- Engages actively throughout the Project, following a cadence decided with Delivery Team during kickoff call; changes or cancellations of any meetings require 24 hours' notice in order to avoid forfeiture of allotted time.
- ii. Maintains all features included in the license after the implementation period, including any updates to Deliverables created during the Project, as well as the creation of any new Deliverables, including surveys and dashboards.
- iii. For projects that involve a new license setup, provides required information for setup of brand administrator accounts; brand administrator users may create additional user accounts and manage access to the license, in accordance with any limitations specified in the license terms.

## 4. Governance

- a. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or videoconference.
- b. For the duration of the Project, Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.

# 5. Third Party Vendors and Products

- a. Customer remains responsible for their own vendors and third parties providing services related hereto.
- b. Delivery Team is not responsible for third party products obtained by Customer.

# 6. Change Orders

- a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.
- b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a "Change Order"). Each Change Order complying with this Section will be considered an amendment to this Service Order.

# 7. Payments and Fees

Item	Invoice Date	Price (USD)	
------	--------------	-------------	--

RC5 Standard Implementation + Add-ons	\$1,500.00
Total:	\$1,500.00