

ADDENDUM TO QUALTRICS LICENSE AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
AND
QUALTRICS LABS, INC.
(UIC Reference CC12002273)

This Addendum modifies the Qualtrics License Agreement ("Agreement"), between Qualtrics Labs, Inc. herein referred to as "Qualtrics" and the Board of Trustees of the University of Illinois, herein referred to as "Licensee".

Now therefore, in consideration of mutual covenants contained herein, it is agreed by and between the parties to amend the Agreement as follows:

- I. Delete the first paragraph in its entirety and replace it with the following: "This Agreement is made and entered between the Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois whose principal address is 352 Henry Administration Building, 506 South Wright Street, Urbana, Illinois, 61801, hereinafter referred to as "Licensee" or "University" and Qualtrics Labs, Inc., whose principal address is 2250 N. University Pkwy, #48-C Provo, UT 84604, referred to as "Qualtrics" or "Contractor".
- II. Section 7.1, Term, delete in its entirety and replace it with the following: "Term of this Agreement shall be from June 15, 2012 through June 14, 2013, or from the date of execution of this Agreement, if later, and extending for a twelve (12) month period, unless terminated as provided herein, or extended by written amendment."
- III. Section 8.1, Representations and Warranties By Qualtrics, add the following sentence at the end of sub-section "(c)": Qualtrics will use commercially reasonable efforts to minimize the duration of any downtime."
- IV. Section 8.3, Limitation of Warranties, delete the first and fourth sentences in their entirety.
- V. Section 10.0, Limitation of Liability delete second sentence in its entirety and replace with the following: "QUALTRICS' AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED TWO (2) TIMES THE AMOUNT PAID OR PAYABLE BY LICENSEE TO QUALTRICS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM."
- VI. Section 12.0, Public Announcements, delete, "and other third parties" from last sentence in its entirety.
- VII. Section 13.1, Choice of Law and Jurisdiction, replace "Utah" in the first sentence with "Illinois".
- VIII. Section 13.1, Choice of Law and Jurisdiction, delete second and third sentences in their entirety.
- IX. Add new Section 14, Business Associate Terms:
 - A. **Definitions.** Terms used in this Section but not otherwise defined in the Agreement or this Addendum shall have the same meaning as those terms in the HIPAA Privacy and Security Rules.
 - B. **Contractor Obligations.** Contractor acknowledges and agrees that if the Qualtrics Software and Qualtrics Service are used to collect and store survey data that contains Protected Health Information ("PHI"), Qualtrics is considered a "Business Associate" as defined by HIPAA. As a Business Associate of University, Contractor shall comply with the following and any state provisions that are more restrictive:
 1. Not use or further disclose PHI other than as permitted or required by this Agreement or as Required By Law;

- XI. **Qualtrics Certifications:** Willfully falsifying certifications or affirmations may subject Qualtrics to criminal penalties including fines and/or imprisonment. Qualtrics shall inform Licensee immediately if it would no longer be able to make these certifications or representations at any time during the term hereof.
- A. **Child Labor Certification:** Qualtrics certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.
 - B. **Convicted of Felony:** Qualtrics and any affiliates certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony and also certifies in accordance with 30 Illinois Compiled Statutes 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid or contract. The QUALTRICS acknowledges that the contracting agency shall declare the contract void if this certification is false.
 - C. **Delinquent Payments Certification:** Qualtrics certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. Qualtrics further acknowledges that the contracting State agency may declare the contract void if this certification is false or if Qualtrics, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
 - D. **Employment Status:** Qualtrics certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.
 - E. **Anti-bribery:** Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5 from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.
 - F. **Environmental Certification:** If applicable, Qualtrics certifies in accordance with 30 ILCS 500/50-14 that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Civil Penalties of the Environmental Protection Act for a period of five years prior to the date of the bid or contract. Qualtrics acknowledges that the contracting agency shall declare the contract void if this certification is false.
 - G. **Exclusions Party List Certification:** Qualtrics certifies that neither it nor any of its employees or subcontractors who may provide services pursuant to this Contract is currently subject of an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is it currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. QUALTRICS represents and warrants it has checked the U. S. General Service Administration's (GSA) Excluded Party Listing System (EPLS), which lists parties excluded from federal procurement and non-procurement programs. The EPLS website includes GSA/EPLS, the U.S. Department of Health and Human Services (HHS) Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and the U.S. Department of Treasury's (Treasury) Specially Designated Nationals (SDN) list. QUALTRICS also represents and warrants it has checked the Illinois Department of Public Aid (IDPA) OIG Provider Sanctions list of individuals and entities excluded from state procurement with respect to Qualtrics's employees and agents. See the following websites: <http://epls.amet.gov> and <http://www.state.il.us/agency/oig/search.asp>. Licensee will terminate contract without penalty to Licensee if Qualtrics becomes excluded during life of this Contract.
 - H. **Labor Certification:** Qualtrics certifies in accordance with 30 ILCS 583/10 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

- I. **Lead Poisoning Prevention Certification:** Qualtrics, if the owner of residential rental property in Illinois, certifies in accordance with 30 Illinois Compiled Statutes 50-14.5 that they have not committed a willful or knowing violation of the Lead Poisoning Prevention Act that has not been mitigated.
- J. **Loan Default:** If Qualtrics is an individual, Qualtrics certifies pursuant to 5 Illinois Compiled Statutes 385 that he/she is not in default for a period of six (6) months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education.
- K. **Record Retention and Audits:** 30 Illinois Compiled Statutes 500/20-65 requires Qualtrics (and any Subcontractors) to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records ("Records") directly relating to the performance of the Contract and necessary to support amounts charged to Licensee under the Contract. Upon reasonable notice to Qualtrics and subject to the execution of a Nondisclosure Agreement, the Records shall be available for review and audit by Licensee and the Illinois Auditor General. Said audit is to be held at QUALTRICS' corporate headquarters during normal business hours. If this contract is funded from contract/grant funds provided by the U.S. Government, the Contract and Records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. Qualtrics agrees to reasonably cooperate with any audit and provide access to the Records. Failure to maintain the required Records shall establish a presumption in favor of Licensee for the recovery of any funds paid by Licensee under this Contract for which adequate Records are not available. Licensee and Illinois Auditor General shall comply with QUALTRICS' security policies and procedures while conducting said audit. Qualtrics.
- L. **Illinois Information Technology Accessibility:** To the extent applicable to the Qualtrics Services and as required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/itaa> as of the date that this contract is executed.
- M. **State Board of Elections Registration (P.A. 95-971):** By acceptance of this Agreement, the Qualtrics certifies that either (1) it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code (30 ILCS 500/20-160); or (2) (a) it has registered as a business entity with the State Board of Elections, (b) it will upon written request submit a copy of the Certificate of Registration to the Chief Procurement Office for Higher Education as specified at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>), and (c) it acknowledges a continuing duty to update the registration. Any contracts entered into with Qualtrics by the Licensee are voidable under the Procurement Code if contractor fails to comply with the requirements of Section 20-160.
- N. **Iran:** Qualtrics certifies that it has complied with the disclosure requirement of Section 50-36 of the Illinois Procurement Code (30 ILCS 500/50-36) requiring companies seeking to do business with the Licensee to make certain disclosures related to the conduct of business with the nation of Iran.
- XII. This Addendum shall be a material part of the Agreement and shall be interpreted consistently with it. In the event of any inconsistencies, the details of this Addendum shall supersede and control over statements concerning the same subject matter in the Agreement.
- XIII. In all other respects, the Agreement is hereby reaffirmed and ratified.

In witness whereof, Qualtrics and the Licensee have caused this Addendum to be executed on the date and year first written below.

**The Board of Trustees of the
University of Illinois**

Qualtrics Labs, Inc.

By: Walter K. Knorr
Walter K. Knorr, Comptroller

Date: 6/14/12

By: [Signature]

Date: June 7, 2012



Qualtrics License Agreement

This Qualtrics License Agreement ("Agreement"), effective as of the later date signed below is between Qualtrics Labs, Inc. ("Qualtrics"); and the University of Illinois at Chicago ("Licensee").

Qualtrics has developed a set of computer programs that facilitates and automates the process of conducting surveys (the "Software"). Access to the Software is provided by Qualtrics as a service to licensee via an ASP (Applications Service Provider) model, in which the Software is hosted on servers of Qualtrics or of a third party engaged by Qualtrics, which third party is in the business of hosting Internet services and/or applications.

A. Qualtrics maintains the Software, hardware and systems to deliver the Qualtrics Service to subscribing Licensees via the Internet. The specific Software and services provided to Licensee as part of the "Qualtrics Service" are defined in Exhibit 1.

B. Licensee desires to utilize the Qualtrics Service, and Qualtrics desires to provide the Qualtrics Service to Licensee, pursuant to the terms and conditions of this Agreement.

In consideration of the promises set forth herein, together with other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge Qualtrics and Licensee agree to the following terms and conditions.

1.0 Background

Qualtrics will provide the Qualtrics Service to Licensee as an end user customer. Qualtrics will use, operate, and/or make available applicable software, hardware, network, systems, platforms, and/or other technologies and expertise reasonably required to provide the Qualtrics Service to Licensee. The Qualtrics Service shall be hosted on Qualtrics' servers. Qualtrics may, at its election, outsource the hosting to a third party in the business of hosting Internet services and/or applications.

2.0

License of Qualtrics Service

Qualtrics grants Licensee a non-exclusive, non-transferable license and lease, during the term of this Agreement, to use the Qualtrics Service for Licensee's own internal business purposes.

- 2.1 Access:** During the term of this Agreement, provided that Licensee has paid all fees due and owe to Qualtrics and is in compliance with the terms of this Agreement, Licensee will be able to access the Qualtrics Service by going to the web site specified in Exhibit 1. The Qualtrics Service will prompt Licensee for its login and password information and, if correct, will provide Licensee with access to the Qualtrics Service.
- 2.2 Unauthorized Duplication or Use:** Licensee shall use reasonable efforts to prevent its employees and other third parties from making unauthorized copies of any content in the Qualtrics Software or using the Qualtrics Service in violation of this Agreement. If Licensee discovers any such unauthorized duplication or use, it will promptly notify Qualtrics and take commercially reasonable actions to resolve the problem as soon as reasonably possible.
- 2.3 Restrictions:** Licensee is not permitted to sublicense the Qualtrics Software to third parties without written permission of Qualtrics.

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- 6.2 Licensee owns all right, title and interest in and to any questions, responses, and other data and information input by Licensee and its survey recipients in the surveys conducted through the Qualtrics Service ("Data") including, but not limited to, any survey created by Licensee, as well as any additional data provided by the Licensee as part of the survey process. All such Data shall be deemed Confidential Information of Licensee pursuant to the terms of Section 9 and shall not be utilized by Qualtrics for any purpose other than to perform its obligations under this Agreement or as agreed to in writing by an authorized representative of Licensee.

7.0 Term and Termination

- 7.1 **Term:** The Initial term of this Agreement is one (1) year from the Effective Date. If neither party gives notice of non-renewal at least sixty (60) days before the end of the initial term or any renewal term, this Agreement may renew for additional one (1) year terms.
- 7.2 **Termination for Cause:** Either party may terminate this Agreement if the other party (i) commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after the receipt of written notice of such breach from the other party; or (ii) becomes insolvent, acknowledges insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy.
- 7.3 **Effect of Termination:** Upon termination of this Agreement for any reason, Qualtrics shall discontinue providing the Qualtrics Service to Licensee and Licensee shall cease using the Qualtrics Service. Each party shall promptly return or destroy all Confidential Information of the other party, as applicable, in accordance with the terms of the NDA (defined below). Within thirty (30) days of the date of termination, Licensee shall pay to Qualtrics all outstanding undisputed fees due to Qualtrics as of the effective date of termination. In addition, any terms that by their nature extend beyond termination of this Agreement shall survive.

8.0 Representations and Warranties

- 8.1 **By Qualtrics:** Qualtrics represents and warrants to Licensee that:
- (a) It has the power and authority to enter into this Agreement and perform its obligations hereunder, and such performance will not breach any separate agreement by which Qualtrics is bound;
 - (b) It will comply with the laws, rules and regulations that apply to Qualtrics in connection with the conduct of its business and its provision of the Qualtrics Service; and
 - (c) Qualtrics will use commercially reasonable efforts to allow Licensee to access the Qualtrics Service seven (7) days per week, twenty-four (24) hours per day with a goal of ninety-nine percent (99%) reliability to the Qualtrics Service, excluding downtime (i) scheduled in advance for maintenance on a periodic basis, or (ii) due to faults caused by Licensee or Licensee's system, or (iii) due to other causes outside of the reasonable control of Qualtrics, including without limitation malfunction or cessation of Internet services by any third party network or ISP.
- 8.2 **By Licensee:** Licensee warrants and represents to Qualtrics that:

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injunctive relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for the breach of obligations herein but shall be in addition to all other available legal or equitable remedies.

10.0 Limitation of Liability

IN NO EVENT SHALL QUALTRICS BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST DATA OR PROFITS AS A RESULT OF OR IN ANY WAY CONNECTED TO THE QUALTRICS SERVICE OR THIS AGREEMENT, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), AND EVEN IF QUALTRICS HAS BEEN SPECIFICALLY ADVISED CONCERNING THE POSSIBILITY OF SUCH DAMAGES. QUALTRICS' AGGREGATE LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY LICENSEE TO QUALTRICS IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

11.0 Force Majeure

Neither party shall be liable for any loss or damage or be deemed to be in breach of this Agreement to the extent that performance of such party's obligations or attempts to cure any breach under this Agreement are delayed or prevented as a result of any event or circumstance beyond its reasonable control, provided that the other party may terminate this Agreement upon thirty (30) days written notice if the circumstances causing non-performance can reasonably be expected to continue more than three (3) months.

12.0 Public Announcements

Neither party shall issue any press release or other public statement regarding this Agreement without the prior consent of the other party, which shall not be unreasonably withheld. However, Qualtrics is permitted to include Licensee on customer lists that may be provided to potential customers and other third parties.

13.0 General

- 13.1 **Choice of Law and Jurisdiction:** This Agreement will be governed by the laws of the U.S. and the State of Utah, without reference to rules governing choice laws. If any dispute arises concerning this Agreement, venue shall be laid exclusively in Salt Lake County, Utah, and Utah state and federal courts shall have exclusive jurisdiction over any dispute concerning this Agreement and the parties hereby consent to the personal jurisdiction of such courts. In the event of any such dispute, the prevailing party shall be entitled to recover from the non-prevailing party all attorneys' fees and costs incurred by the prevailing party in connection with such dispute, regardless of whether such dispute results in the filing of a lawsuit.
- 13.2 **Entire Agreement; Amendment.** This Agreement and the attached Exhibit (which is hereby incorporated by reference) constitute the entire agreement between the parties concerning the subject matter hereof and supersede all written or oral prior agreements or understandings with respect thereto. This Agreement may not be amended except by a writing signed by authorized representatives of both parties.
- 13.3 **Severability:** In case of any one or more of the provisions of this Agreement should be held invalid, illegal or unenforceable, such provision(s) shall be modified, if possible, to the minimum extent

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Exhibit 1

1. **QUALTRICS SERVICE:** Develop and host the survey website for the University of Illinois at Chicago which includes all survey development tools, email delivery capabilities, online analysis tools, online survey libraries, tutorials and help facilities.
2. **SCOPE OF LICENSE:** The term of the license for the Qualtrics Software is one year, beginning *tbd* and includes an unlimited number of surveys.
3. **SUPPORT AND TRAINING:** Qualtrics will provide online tutorials, phone support and respond to e-mails during normal business hours. Qualtrics will provide a 1-800 number that may be used for contacting Qualtrics regarding support issues. As each survey project tends to be uniquely structured the majority of training will occur through telephone and email support. Quarterly training calls may also be scheduled by the Qualtrics Account Manager to discuss and/or demonstrate new features that have been made available by Qualtrics.
4. **BRANDED SURVEY SITE:** This license will operate under a branded platform, which will be created by Qualtrics. The cost of this branded platform is included in the bid. Any changes to the site and domain are also included in the bid.
5. **SKINS TO MATCH:** The academic branded solution comes with skins in a library that can be used to change the look and feel of a survey. The University of Illinois at Chicago will have the ability to request new skins that will fit their branding. Up to five skins will be included in the license.

6. **DISTRIBUTION OF USERNAMES AND PASSWORDS:** Qualtrics will give the University of Illinois at Chicago with administrative access. With this admin login the account manager will be able to view the use of all users and create new usernames and passwords with unique permissions.

7. **FEES After 1st year: \$40,000 Annually**

Initial Fees: \$0 site setup

Terms of Payment of Initial Fees: License fee is due within 30 days of signing this agreement

License and Service Fee: The following are the scheduled fees and features for the first year of service:

Academic Branded Premium System

One-year license	Year 1
License	\$32,000
System Updates and Maintenance	Included
Hosting (per month)	Included
Number of Users	Unlimited
Branded for Organization	Included
Academic Collaboration Package	Included
Real-time Charts and Graphs	Included
Advanced Analysis	Included
Report Writer	Included
Portal Entry Page	Included
New Feature Requests	Included
Skins	Five
Training	Included
1-800 Support Number	Included
Completed Response Limit	Unlimited