

**ORDER FORM**

Order #: Q-07183

ORDER FORM for Texas A&M Health Science Center College of Medicine

Proposed by: Carl Fletcher

Address Information

Bill To:
354A Reynolds Medical Building
College Station, TX 77843
United States

Billing Company Name: Texas A&M Health Science Center College of Medicine
Billing Contact Name: Joshua Kissee
Billing Email Address: joshua.kissee@tamu.edu
Billing Phone: 979.862.5924

Order Form Terms and Conditions

Order Form Term Start Date: August 1, 2021
Order Form Term End Date: July 31, 2022

Implementation Term Total: \$0.00
Term 1 Total: \$112,700.10
Total Due: \$112,700.10

This Order Form (also referred to as Exhibit A) is governed by the terms of the ExamSoft Worldwide LLC Master Services Agreement (the "Master License Agreement") between ExamSoft Worldwide LLC, a limited liability company organized under the laws of Delaware (formerly Florida) ("ExamSoft") and the Texas A&M University Health Science Center dated July 16, 2020 is incorporated herein by reference in its entirety. As used in this Order Form, the term "Agreement" means collectively (i) the Master Services Agreement, and (ii) this Order Form. In the event of a conflict between provisions of the Master Service Agreement and this Order Form, the provisions in this Order Form shall govern.

For Product and Service specifications along with detailed descriptions please go to [ExamSoft Products and Services](#).

College of Medicine

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
1	ExamSoft Core Solution	July 1, 2021	June 30, 2022	\$47.70	420	\$20,034.00
1	Exam Intelligence (Win + Mac only)	July 1, 2021	June 30, 2022	Included	420	\$0.00
1	Examplify for iPad	July 1, 2021	June 30, 2022	\$8.15	420	\$3,423.00
1	Full Support Package	July 1, 2021	June 30, 2022	\$4.10	420	\$1,722.00
Total:						\$25,179.00

Dentistry

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
1	ExamSoft Core Solution	August 1, 2021	July 31, 2022	\$47.70	520	\$24,804.00



Dentistry

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
1	Exam Intelligence (Win + Mac only)	August 1, 2021	July 31, 2022	Included	520	\$0.00
1	Examplify for iPad	August 1, 2021	July 31, 2022	\$4.24	520	\$2,204.80
1	Full Support Package	August 1, 2021	July 31, 2022	\$2.12	520	\$1,102.40
Total:						\$28,111.20

Public Health

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
1	ExamSoft Core Solution	August 1, 2021	July 31, 2022	\$47.70	1000	\$47,700.00
1	Exam Intelligence (Win + Mac only)	August 1, 2021	July 31, 2022	Included	1000	\$0.00
1	Examplify for iPad	August 1, 2021	July 31, 2022	\$2.12	1000	\$2,120.00
1	Full Support Package	August 1, 2021	July 31, 2022	\$1.06	1000	\$1,060.00
Total:						\$50,880.00

Irma Lerma College of Pharmacy

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
1	ExamSoft Core Solution	August 1, 2021	July 31, 2022	\$47.70	360	\$17,172.00
1	Exam Intelligence (Win + Mac only)	August 1, 2021	July 31, 2022	Included	360	\$0.00
1	Examplify for iPad	August 1, 2021	July 31, 2022	\$4.71	360	\$1,695.60
1	Full Support Package	August 1, 2021	July 31, 2022	\$2.35	360	\$846.00
Total:						\$19,713.60

Nursing

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
1	ExamSoft Valued Customer Credit	June 1, 2021	May 31, 2022	(\$11,683.70)	1	(\$11,683.70)
1	Database	June 1, 2021	May 31, 2022	\$500.00	1	\$500.00
Total:						(\$11,183.70)

Billing Special Terms:

Institution Pay

A Institution Pay Exam Taker shall be defined as an Exam Taker who downloads the ExamSoft assessment for at least one exam, or who takes a bubble sheet/Scantron-type exam, which is processed and graded through Software, or is otherwise assessed via the Software (e.g. rubrics).

The license granted hereunder allocates to Client each Term a number of Licenses in an amount not to exceed the "Quantity" for Client's Exam Takers. For every Exam Taker in excess of each Term's Quantity ("Surplus Licenses"), Client shall pay to ExamSoft a License Fee for that Term in an amount equal to the Surplus Licenses



times the License Fee per Exam Taker (such amount, the "Surplus"). Client shall pay the Total Amount upon receipt of invoice on or about each Term's respective Term Start Date. ExamSoft shall invoice Client for any Surplus periodically, per Term (e.g. end of a semester, trimester, cohort, etc.).



All payments required by this Agreement are exclusive of all sales, use, excise and other taxes, if any, and Client/Licensee will bear and be responsible, on both a proactive and retroactive basis, for the payment of all such charges, excluding taxes based upon ExamSoft's net income.

The Total Amount during each Term shall enable up to the indicated "Quantity" of Client's Exam Takers to become an Exam Taker. For every Exam Taker in excess of each Term's Quantity, Client shall pay the License Fee for that respective Term as provided above ("Surplus").

Unless stated otherwise, all prices are in U.S. Dollars (USD)

Send all payments to: ExamSoft Worldwide LLC
5001 LBJ Freeway, Suite 700
Dallas, TX 75244 USA

Phone: +1-954-429-8889

In witness whereof, the parties, through their duly authorized representatives have executed this Order Form as of the Effective Date set forth below.

	Client
Client /	Texas A&M Health Science Center
Affiliated	
Entity:	
Signature:	DocuSigned by: <i>Jeffery T. Burton</i> 8F71ADFCB17A407...
Printed:	Jeffery T. Burton
Title:	VP for Finance & Administration and CFO
Date:	7/15/2021 21:21:25 CDT

	Corp
Corp:	ExamSoft Worldwide LLC
Signature:	DocuSigned by: <i>Eric Connelly</i> 36BDEBAA81E9489...
Printed:	Eric Connelly
Title:	VP of Client Success
Date:	7/15/2021 22:07:41 CDT

Tax Identification: 65 0836105