

### Schedule 3 - Contract Cloud Marketplace

This Contract is made under a Head Agreement (SON2914302) dated 15-02-2017 made between the Commonwealth of Australia represented by the Digital Transformation Agency and Qualtrics LLC.

ITEM	Description	DETAILS
A.	Tracking Number	CM-02818-QUA
B.	Customer	<p><b>Customer</b> Australian Public Service Commission</p> <p><b>Buyer ID &amp; description</b> Qualtrics - 2020/5023 - Qualtrics survey platform</p> <p><b>Customer Representative</b> Name: s 47F [REDACTED] Nicole Steele Position: Workforce Research &amp; Analysis   Strategic Policy &amp; Research Group Telephone: s 47F [REDACTED] Email: research@apsc.gov.au</p> <p><b>Address for Notices</b> Workforce Research &amp; Analysis   Strategic Policy &amp; Research Group Australian Public Service Commission Level 3, B Block, Treasury Building, Parkes Place West Parkes, ACT, 2600</p> <p><b>Billing address</b> Please email invoices to: Finance@apsc.gov.au</p> <p><b>Delivery address</b> Australian Public Service Commission Level 3, B Block, Treasury Building, Parkes Place West Parkes, ACT, 2600</p>
C.	Contractor	<p><b>Contractor</b> Qualtrics LLC (ABN: 111333)</p> <p><b>Contractor Representative</b> Name: s 22 [REDACTED] Position: Qualtrics LLC - Technical Lead for Government Telephone: Email: s 22 [REDACTED]</p> <p><b>Address for Notices</b></p>

		Name: s 22 Position: Qualtrics LLC - Technical Lead for Government Telephone: Email: s 22
D.	<b>Commencement Date of Contract, Cloud Services Period (With Options)</b>	<b>Contract Start Date:</b> Upon contract execution of last party signing  <b>Cloud Services Start Date:</b> 2020-11-25  <b>Contract End Date:</b> 2023-11-30  <b>Option Periods</b> 3 x 1 year extension option to be agreed upon by both parties prior to contract end date  <b>Notice Period</b> TBA
E.	<b>Fees</b>	<b>Total Contract Value</b> s 22  <b>Total Contract Value:</b> s 22  <b>Details of Fees:</b> All charges are outlined in the quotation provided. Three-year total of s 22 For the avoidance of doubt, any termination by the Customer under clause 37.1 will be without refund and on the condition all fees set forth in the Contract are paid in full
F.	<b>Cloud Services type</b>	<b>Cloud Services required</b> Qualtrics - Survey Services

## Terms and Conditions

Item	Requirement	Additional Requirement
1	Cloud Services details and requirements: (Part 2)	<p>CLOUD SERVICE - CoreXM3 Advanced - XM Directory - CoreXM Basic</p> <p>CoreXM Core Number of Responses: up to 15000</p> <p>Stats IQ (Pivot and Regression)</p> <p>Admin User Includes up to 5</p> <p>Custom Theme</p> <p>CoreXM ExpertReview - Response Quality (Basic)</p> <p>Branded URL</p> <p>Advanced Question Types</p> <p>Stats IQ (Describe and Relate)</p> <p>PROFESSIONAL SERVICES</p>
		<p>CoreXM Standard Implementation Package</p> <p>Qualtrics partner ACT xm - APAC will deliver CoreXM3 Standard Implementation Services. Qualtrics will invoice on behalf of ACT xm - APAC.</p> <p>YEAR</p> <p>Over three years :</p> <p>YEAR 1 - Q-1358793</p> <p>YEAR 2 - Q-1358795</p> <p>YEAR 3 - Q-1358796</p> <p>Professional Services Exhibit</p> <p>Customer agrees that Qualtrics may use subcontractors to deliver any portion(s) of the Project at Qualtrics' discretion.</p> <p>Qualtrics currently intends to use § 47G Qualtrics will provide notice to Customer if the delivery subcontractor changes.</p> <p>§ 47G</p>

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2	Service Levels: (Clause 12.3)	<div>Service Levels</div> <div>1. Availability. <div>s 47G</div></div> <div><div>s 47G</div></div> <div>2. Scheduled Maintenance. <div>s 47G</div></div> <div><div>s 47G</div></div> <div>3. Downtime. <div>s 47G</div></div> <div><div>s 47G</div></div> <div>4. Remedies for Downtime. <div>s 47G</div></div>

		s 47G
3	Limitation of Liability Amount: (Clause 30)	As per clause 30 of the Head Agreement.
4	Insurance: (Clause 32)	<ul style="list-style-type: none"> <li>a) Technology Professional Liability - US\$5,000,000 per claim and in the aggregate.</li> <li>b) Commercial general liability with a limit of US\$1,000,000 per occurrence and in general aggregate.</li> <li>c) Commercial automobile liability with a combined single limit of US\$1,000,000 per occurrence.</li> <li>d) Employer's liability with limits of US\$1,000,000 each accident, \$1,000,000 by disease each employee and \$1,000,000 by disease policy limit.</li> <li>e) Excessumbrella liability with a limit of US\$4,000,000 per occurrence and in the aggregate with respect to coverage required in (b) and (c).</li> <li>f) Workers compensation insurance in accordance with relevant legislation.</li> </ul> <p>As per clause 30 of the Head Agreement.</p>
5	Reporting requirements: (Clause 9)	Not applicable.
6	Applied standards: (Commonwealth Procurement Rules 10.10 & 10.38)	<p>Note: The paragraphs below set out the Commonwealth's approach to Standards.</p> <ul style="list-style-type: none"> <li>(a) Where an Australian Standard is applicable the Contract must contain evidence of the applicable standard.</li> <li>(b) Where applying a Standard (Australian, or in its absence, international), the Customer must make reasonable enquiries to determine compliance with that standard. This includes gathering evidence of relevant certifications and periodic auditing of compliance by an independent assessor.</li> </ul>
	Additional security	

7	requirements: (Clause 14.1.7)	Not applicable.
8	Additional archiving, audit and access requirements: (Clause 35)	Note: The paragraphs below set out DTA's intended approach to audits. (a) DTA (or its nominee) intends to co-ordinate, on behalf of the Customer, the exercise of the Customer's right to conduct an audit in accordance with clause 35 of the Head Agreement.
		(b) If practicable and reasonable in the circumstances to do so, prior to DTA exercising any of its rights in accordance with clause 35 of the Head Agreement, DTA shall first request the Contractor to provide DTA with such information as DTA requires in relation to the subject matter of the audit and/or access.
9	Other requirements: (Clause 12.3)	Not applicable.
10	Specified Personnel: (Clause 7)	Not applicable.

**Guidance Note: Multiple options for signature blocks are provided below. Only execute the one that is applicable to your organisation.**

**Notice to Contractor in addition to Contract security obligations.**

**Offences under Commonwealth crime legislation**

The Contractor acknowledges and agrees that:

- (a) any unauthorised access, alteration, removal, addition, possession, control, supply or impediment to the access, reliability, security or operation of data held in any computer (or, in some cases, any storage device) in the course of performing the Cloud Services may be an offence under Part 10.7 of the Criminal Code 1995 (Cth) for which there are a range of penalties, including a maximum of 10 years imprisonment;
- (b) the giving of false and misleading information to the Commonwealth or its Personnel is a serious offence under Division 137 of the Criminal Code 1995 (Cth); and
- (c) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of the performance of this Head Agreement (other than to a person to whom the Contractor is authorised to publish or disclose the fact or document) may be an offence under sections 70 and 79 of the Crimes Act 1914 (Cth), the maximum penalty for which is 7 years imprisonment.

The parties agree that this Contract may be signed by either or both parties electronically. Where a party does sign the Contract electronically, it represents that it is duly authorised to execute this document electronically. The parties intend to be bound by the terms and conditions of a fully executed electronic version of this Contract.

Executed as an **agreement** by the **Australian Public Service Commission** (ABN 99470863260),  
by its duly authorised delegate:

s 47F

Signature of delegate

*Katrina Purcell*

Name of delegate (print)

*24.11.20.*

Date

Executed as an **agreement** by **Qualtrics LLC** (ABN 98 616 068 823) by its duly authorised  
representative:

s 22

Signature of authorised representative

s 22

Name of authorised representative (print)

..... November 24, 2020 .....

Date