

**ORDER FORM**

Order #: Q-06520

ORDER FORM for **University of North Texas Health Science Center at Fort Worth**

Proposed by: [REDACTED]

**Address Information**

Bill To:  
3500 Camp Bowie Blvd.  
Fort Worth, TX 76107  
United States

Billing Company Name: University of North Texas Health Science Center at Fort Worth

Billing Contact Name: [REDACTED]

Billing Email Address: [REDACTED]

Billing Phone: [REDACTED]

**Order Form Terms and Conditions**

Order Form Term Start Date: June 1, 2021

Order Form Term End Date: July 31, 2026

Implementation Term Total: \$0.00

Term 1 Total: \$60,050.00

Total Due: \$60,050.00

This Order Form (also referred to as Exhibit A) is governed by the terms of the ExamSoft Worldwide LLC Master Software and 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 University of North Texas Health Science Center dated June 1, 2014 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](#).

**UNTHSC Graduate School of Biomedical Sciences**

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
1	ExamSoft Core Solution	June 1, 2021	May 31, 2022	\$38.50	200	\$7,700.00
1	Exam Intelligence (Win + Mac only)	June 1, 2021	May 31, 2022	Included	200	\$0.00
1	Key Administrator Support	June 1, 2021	May 31, 2022	Included	200	\$0.00
1	Full Support Package	June 1, 2021	May 31, 2022	\$2.00	200	\$400.00
2	ExamSoft Core Solution	June 1, 2022	May 31, 2023	\$38.50	200	\$7,700.00
2	Exam Intelligence (Win + Mac only)	June 1, 2022	May 31, 2023	Included	200	\$0.00
2	Key Administrator Support	June 1, 2022	May 31, 2023	Included	200	\$0.00
2	Full Support Package	June 1, 2022	May 31, 2023	\$2.00	200	\$400.00



## UNTHSC Graduate School of Biomedical Sciences

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
3	ExamSoft Core Solution	June 1, 2023	May 31, 2024	\$38.50	200	\$7,700.00
3	Exam Intelligence (Win + Mac only)	June 1, 2023	May 31, 2024	Included	200	\$0.00
3	Key Administrator Support	June 1, 2023	May 31, 2024	Included	200	\$0.00
3	Full Support Package	June 1, 2023	May 31, 2024	\$2.00	200	\$400.00
4	ExamSoft Core Solution	June 1, 2024	May 31, 2025	\$38.50	200	\$7,700.00
4	Exam Intelligence (Win + Mac only)	June 1, 2024	May 31, 2025	Included	200	\$0.00
4	Key Administrator Support	June 1, 2024	May 31, 2025	Included	200	\$0.00
4	Full Support Package	June 1, 2024	May 31, 2025	\$2.00	200	\$400.00
5	ExamSoft Core Solution	June 1, 2025	May 31, 2026	\$38.50	200	\$7,700.00
5	Exam Intelligence (Win + Mac only)	June 1, 2025	May 31, 2026	Included	200	\$0.00
5	Key Administrator Support	June 1, 2025	May 31, 2026	Included	200	\$0.00
5	Full Support Package	June 1, 2025	May 31, 2026	\$2.00	200	\$400.00
<b>Total:</b>						\$40,500.00

## UNTHSC All Other Programs

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
1	ExamSoft Core Solution	August 1, 2021	July 31, 2022	\$38.50	1100	\$42,350.00
1	Exam Intelligence (Win + Mac only)	August 1, 2021	July 31, 2022	Included	1100	\$0.00
1	Key Administrator Support	August 1, 2021	July 31, 2022	Included	1100	\$0.00
1	Full Support Package	August 1, 2021	July 31, 2022	\$2.00	1100	\$2,200.00
1	ExamSCORE	August 1, 2021	July 31, 2022	\$10.00	740	\$7,400.00
2	ExamSoft Core Solution	August 1, 2022	July 31, 2023	\$38.50	1100	\$42,350.00
2	Exam Intelligence (Win + Mac only)	August 1, 2022	July 31, 2023	Included	1100	\$0.00
2	Key Administrator Support	August 1, 2022	July 31, 2023	Included	1100	\$0.00
2	Full Support Package	August 1, 2022	July 31, 2023	\$2.00	1100	\$2,200.00
2	ExamSCORE	August 1, 2022	July 31, 2023	\$10.00	740	\$7,400.00
3	ExamSoft Core Solution	August 1, 2023	July 31, 2024	\$38.50	1100	\$42,350.00
3	Exam Intelligence (Win + Mac only)	August 1, 2023	July 31, 2024	Included	1100	\$0.00
3	Key Administrator Support	August 1, 2023	July 31, 2024	Included	1100	\$0.00
3	Full Support Package	August 1, 2023	July 31, 2024	\$2.00	1100	\$2,200.00
3	ExamSCORE	August 1, 2023	July 31, 2024	\$10.00	740	\$7,400.00
4	ExamSoft Core Solution	August 1, 2024	July 31, 2025	\$38.50	1100	\$42,350.00
4	Exam Intelligence (Win + Mac only)	August 1, 2024	July 31, 2025	Included	1100	\$0.00
4	Key Administrator Support	August 1, 2024	July 31, 2025	Included	1100	\$0.00
4	Full Support Package	August 1, 2024	July 31, 2025	\$2.00	1100	\$2,200.00



## UNTHSC All Other Programs

Term	Product/ Service	Term Start Date	Term End Date	License Fee	Quantity	Total Amount
4	ExamSCORE	August 1, 2024	July 31, 2025	\$10.00	740	\$7,400.00
5	ExamSoft Core Solution	August 1, 2025	July 31, 2026	\$38.50	1100	\$42,350.00
5	Exam Intelligence (Win + Mac only)	August 1, 2025	July 31, 2026	Included	1100	\$0.00
5	Key Administrator Support	August 1, 2025	July 31, 2026	Included	1100	\$0.00
5	Full Support Package	August 1, 2025	July 31, 2026	\$2.00	1100	\$2,200.00
5	ExamSCORE	August 1, 2025	July 31, 2026	\$10.00	740	\$7,400.00
<b>Total:</b>						<b>\$259,750.00</b>

## 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.

	<b>Client</b>		<b>Corp</b>
Client /	<b>University of North Texas Health Science</b>	Corp:	<b>ExamSoft Worldwide LLC</b>
Affiliated	<b>Center at Fort Worth</b>		
Entity:	<div style="background-color: black; width: 100%; height: 100%; min-height: 100px;"></div>		
Signature:			
Printed:			
Title:			
Date:	<u>6/17/2021</u>	Date:	<u>6/17/2021</u>

Tax Identification: 65 0836105

## **Declaration of Procurement Method**

The attached contract document has been issued as a result of either a sole source or proprietary justification approved by the University of North Texas System Procurement Department.

The approved justification form is on file with the UNT System Procurement Department records.