

CITY OF OLATHE

AGREEMENT RENEWAL

This Agreement Renewal (“Renewal”) made this 27 day of May, 20 26, by and between the City of Olathe (“City”) and Qualtrics, LLC (“Vendor”) (collectively, the “Parties”).

WHEREAS, the City and Vendor have previously entered into an Agreement, dated May 17, 20 23 (“the Agreement”), for surveys and data analytics; and

WHEREAS, the Agreement was for a term of three years; and

WHEREAS, the Agreement will currently expire on July 7, 20 26; and

WHEREAS, the Parties are desirous of renewing the Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

A. The Agreement is hereby modified as follows:

For additional services to be performed during the renewal term, City agrees to pay Vendor fees not to exceed \$594,851.76 as described in **Exhibit A** to this Renewal. The fees are based on the performance of the detailed specifications outlined in the Agreement and this Renewal, including **Exhibit A** to this Renewal, attached hereto and incorporated by reference.

The following provisions are added to the Agreement:

20. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Vendor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Vendor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Vendor agrees that:

- a. Vendor will observe the provisions of the 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- b. in all solicitations or advertisements for employees, Vendor will include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Kansas Human Rights Commission (“commission”);
- c. if Vendor fails to comply with the provisions of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by City without penalty;

- d. if Vendor is found guilty of a violation of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a) under a decision or order of the commission which has become final, Vendor will be deemed to have breached the present contract and it may be canceled, terminated, or suspended, in whole or in part, by the contracting agency; and
- e. Vendor will include the federal contractor equal employment opportunity provisions every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

; and

- B. The Agreement, as modified, is hereby renewed for an additional term of three (3) year(s), commencing at the expiration of the current term on July 8, 2026.

IN ALL OTHER RESPECTS, the terms and conditions of the Agreement will remain in full force and effect, except as specifically modified by any prior written renewals approved by the Parties and by this Renewal, including all policies of insurance which will cover the work authorized by this Renewal.

IN WITNESS WHEREOF, the Parties have caused this Renewal to be executed as of the day and year first above written.

CITY OF OLATHE, KANSAS

By: _____
John Bacon, Mayor

ATTEST:


City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

Qualtrics, LLC

By:  _____
Mark Creer, Deputy General Counsel
333 W River Park Dr., Provo, UT 84604

**EXHIBIT A Qualtrics
Addendum/Order Form**

**Public Sector Addendum to the General Terms and Conditions for Qualtrics Services
("Public Sector Addendum")**

The below parties enter into this Public Sector Addendum to the General Terms and Conditions for Qualtrics Services as of the date signed by the last party to sign.

Qualtrics, LLC ("**Qualtrics**")

Customer Name ("**Customer**"):

Signature: Mark A. Creer

Signature: _____

Name: Mark Creer

Name: _____

Title: Deputy General Counsel

Title: _____

Date: 05/27/2026

Date: _____

Address: Qualtrics, LLC
333 W River Park Dr.
Provo, UT 84604
USA

Address: _____

1. **Definitions.** All capitalized terms used but not defined herein have the meanings given to them in the GTC.
2. **Section Headings.** All Sections will retain their headings unless otherwise indicated herein.
3. The following is hereby added to the GTC as a new Section 1.17:

“Government Entity” means (a) the Federal Government (per 5 U.S.C. §§ 101-105); (b) one of the 50 state governments; or (c) a county or municipality with delegated sovereign powers. The term excludes quasi-governmental and chartered organizations, private contractors, grant recipients, and any entity unable to obligate the sovereign’s full faith and credit.
4. Section 3.3 of the GTC is hereby deleted and replaced in its entirety by the following:

Qualtrics will implement and maintain technical and organizational measures to protect the personal data processed by Qualtrics as part of the Cloud Service as described in the Privacy Addendum attached hereto as Exhibit A (“**DPA**”).
5. Section 5.2(a) of the GTC is hereby deleted and replaced in its entirety by the following:

Fees and other charges imposed under an Order Form will not include Taxes. Customer is responsible for all Taxes. Notwithstanding the foregoing, Customer will not be responsible for Taxes from which they are exempt if Customer presents a direct pay permit or valid tax-exempt certificate for such Taxes prior to invoice. If Qualtrics is required to pay Taxes, Customer will, to the extent not prohibited by applicable law, reimburse Qualtrics for those amounts and related costs paid or payable by Qualtrics attributable to those Taxes.
6. The following Section 5.3 is hereby added to the GTC:

5.3 Invoicing. Customer will pay fees in accordance with the payment terms stated in the Order Form. Each invoice submitted by Qualtrics will specify:

 - (a) the Subscription Term;
 - (b) a brief description of the Cloud Services and Professional Services purchased;
 - (c) the total amount of the invoice; and
 - (d) the purchase order number, if provided by the Customer via the Order Form.
7. The following Section 6.2(d) is hereby added to the GTC:

(d) If Customer is a Government Entity, Customer’s payment obligation for each contract year of the Agreement is conditioned upon Customer’s appropriation of funds for the purpose of making such payment, subject to the following: (1) as of the effective date of the Agreement, Customer represents that it has no reason to believe that funds will not be appropriated for payment of all fees set forth in the Agreement; (2) Customer will use best efforts to ensure that funds are appropriated for such purpose; (3) If funds are not appropriated to pay for a contract year, then (a) to the extent that Customer obtains a portion of the funds, the parties will amend the Order Form in good faith to reflect the portion of funds appropriated for the services and the reduced services provided for such funds, or (b) if no funds are appropriated Customer may terminate the Agreement at the end of the current contract year by notifying Qualtrics at least 60 days prior to the start of the contract year for which funds have not been appropriated (a **“Non-Appropriation Termination”**); (4) Customer will not be entitled to any refund for any Non-Appropriation Termination and will be responsible for payment of amounts incurred up to the date of such termination; and (5) to demonstrate that the Non-Appropriation Termination is exercised in good faith, if Customer exercises its Non-Appropriation Termination, Customer will

not purchase a service that is directly competitive with the terminated Cloud Service within 180 days after the Non-Appropriation Termination. If Customer exercises the Non-Appropriation Termination, Customer will, promptly after Qualtrics' request therefor, provide Qualtrics documentation that shows that the termination was caused by the non-appropriation of funds.

8. Section 6.3 of the GTC is hereby deleted and replaced in its entirety by the following:

For termination by Customer (other than a termination under Section 6.2(d)) or an 8.1(c) termination by Qualtrics, Customer will be entitled to:

- (a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and
- (b) a release from the obligation to pay fees due for periods after the effective date of termination.

9. Section 8.2 of the GTC is hereby deleted and replaced in its entirety by the following:

To the extent not prohibited by applicable law, Customer will defend and indemnify (as set forth in the next sentence) Qualtrics against claims brought against Qualtrics and its Affiliates and subcontractors by any third party related to Customer Data. Customer will indemnify Qualtrics against all damages and costs awarded against Qualtrics and its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

10. Section 8.3(b) of the GTC is hereby deleted and replaced in its entirety by the following:

The Indemnifying Party will have the right to fully control the defense, except that, if the Indemnified Party does not permit the Indemnifying Party to control the defense, then the applicable indemnification obligations in Section 8.1 or 8.2 do not apply;

11. Section 9.1 of the GTC is hereby deleted and replaced in its entirety by the following:

To the extent not prohibited by applicable law, neither party's liability is limited with respect to:

- (a) the parties' obligations under Section 8.1(a) and 8.2,
- (b) death or bodily injury arising from either party's gross negligence or willful misconduct,
- (c) Customer's failure to pay any fees due under the Agreement, or
- (d) claims brought against Qualtrics and its Affiliates and subcontractors by any third party related to Customer Data.

12. Section 9.2 of the GTC is hereby deleted and replaced in its entirety by the following:

Subject to Section 9.1 and to the extent not prohibited by applicable law, the maximum aggregate liability of either party (or its respective Affiliates or Qualtrics' subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any 12-month period will not exceed the annual fees paid for the applicable Cloud Service or Professional Service associated with the damages for that 12-month period. Any "12-month period" commences on the Subscription Term start date or any of its yearly anniversaries.

13. Section 9.3 of the GTC is hereby deleted and replaced in its entirety by the following:

Subject to Section 9.1 and to the extent not prohibited by applicable law, in no case will either party (or its respective Affiliates or Qualtrics' subcontractors) be liable to the other party for any special, incidental, consequential, or indirect damages, loss of goodwill or business profits, work stoppage, or for exemplary or punitive damages.

14. The following Section 11.4 is hereby added to the GTC:
11.4 Disclosure on Legal Requirement. The receiving party may disclose Confidential Information as required by law (including as required by The Freedom of Information Act, 5 U.S.C. § 552 or analogous state law), if the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a legal requirement), and (b) discloses only such information as is required by law.
15. Section 12.6 of the GTC is hereby deleted and replaced in its entirety by the following:
Neither party will assign, delegate, or transfer the Agreement (or any of its rights or obligations) to any party without the prior written consent of the other party, except that either party may assign the Agreement to its Affiliates.
16. Section 12.10 of the GTC is hereby deleted and replaced in its entirety by the following:
The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.
17. The following Section 12.13 is hereby added to the GTC:
12.13 Conflicts of Interest. Each party will implement or maintain policies that prohibit its officers and employees from holding a financial interest in the other party if such interest could lead to a conflict of interest in the execution of this Agreement. For purposes of this Agreement, a conflict of interest occurs if (a) an officer or employee of a party has influence on the decisions made by such party regarding the other party that may lead to his or her personal financial gain, or (b) the officer or employee of a party has a financial interest in the other party that constitutes more than 20% of his or her financial assets. Each party will use commercially reasonable efforts to inform the other party if any conflict of interest arises during the term of the Agreement.
18. The following Section 12.14 is hereby added to the GTC:
12.14 Anti-Corruption. Each party will implement or maintain policies that prohibit all forms of bribery and corruption. Each party will include in its policies a prohibition on providing something of value to an individual for the purpose of influencing that individual's decision-making or actions. A party may choose not to prohibit the giving or receiving of gifts of low value of a customary kind. Subject to Section 7.1, each party will comply with applicable anti-corruption laws.
19. The following Section 12.15 is hereby added to the GTC:
12.15 Money-laundering and Terrorism. Each party will not knowingly engage in transactions that facilitate money laundering or financing of terrorism and will take commercially reasonable steps to detect and prevent illegal forms of payment and financial transactions. Subject to Section 7.1, each party will comply with applicable anti-money laundering and anti-terrorism laws.
20. The following Section 12.16 is hereby added to the GTC:
12.16 Non-discrimination and Equal Employment. Each party will not engage in discrimination based on culture, race, color, age, gender, gender identity or expression, sexual orientation, ethnicity, disability, pregnancy, religion, political affiliation, union membership, or marital status in hiring and employment practices such as promotions, rewards, and access to training.
21. The following Section 12.17 is hereby added to the GTC:
12.17 FAR Clauses. The Federal Acquisition Regulations ("FAR") Flow-Down Clauses included in

Exhibit C hereby supplement and amend any Order Form for services to be provided by Qualtrics to Customer for the benefit of the U.S. Government. For clarity, Qualtrics is a provider of Commercial Products and Commercially Available Off-the-Shelf Items, as those terms are defined under the FAR.

22. The following Section 12.18 is hereby added to the GTC:

12.18 Travel.

- (a) All services will be performed remotely from Qualtrics' offices unless noted otherwise in an Order Form or mutually agreed. Unless otherwise stated in an Order Form, Customer is responsible for any travel and accommodation expenses if and as incurred during the Subscription Term in accordance with Qualtrics' then-current reasonable travel practices and policies.
- (b) All Qualtrics' employees and agents (collectively, "**Qualtrics Personnel**") who perform services at any site owned, leased, or operated by Customer (a "**Customer Site**") will comply with all of Customer's directions, policies, and procedures that are communicated to Qualtrics in writing related to conduct, health and safety, security, confidentiality, and network access and data security while at a Customer Site. Qualtrics will be responsible for all actions of Qualtrics Personnel at any Customer Site, except that Qualtrics will not be responsible to the extent that such actions were directed by Customer or the Qualtrics' Personnel were not negligent.
- (c) Prior to assigning any Qualtrics Personnel to perform services at a Customer Site, Qualtrics will:
 - (i) ensure that such Qualtrics Personnel have the legal right to work in the United States; and
 - (ii) at its own expense, conduct (where permitted by applicable law) standard background checks on Qualtrics Personnel assigned to such Customer Sites. Qualtrics will not permit any Qualtrics Personnel who fails such background checks to have any access to a Customer Site.

23. Exhibit A (Data Processing Agreement) of the GTC is hereby deleted and replaced in its entirety by Exhibit A attached hereto.

24. The attached Exhibit B is hereby added to the GTC.

25. The attached Exhibit C is hereby added to the GTC.

Exhibit A
Privacy Addendum for Qualtrics Services

1. Definitions.

- 1.1** **“Agreement”** means an Order Form and documents incorporated into an Order Form.
- 1.2** **“Cloud Service”** means any distinct, subscription-based, hosted, supported, and operated on-demand solution provided by Qualtrics under an Order Form.
- 1.3** **“Customer Data”** means any content, materials, data, and information that Customer’s authorized users enter or collect into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g., Customer-specific reports). Customer Data and its derivatives will not include Qualtrics’ Confidential Information (as defined in the Agreement).
- 1.4** **“Data Protection Law”** means the applicable legislation protecting the fundamental rights and freedoms of natural persons and their right to privacy with regard to the processing of Personal Data under the Agreement.
- 1.5** **“Order Form”** means the medium by which the parties agree to Customer’s purchase of a Cloud Service or Professional Service, including, as applicable, an ordering document that references the GTC.
- 1.6** **“Personal Data”** means any information relating to an identified or identifiable natural person that is protected under Data Protection Law. For the purposes of the Agreement, it includes only personal data that is (a) entered by Customer or its authorized users into or derived from their use of the Cloud Service; or (b) supplied to or accessed by Qualtrics or its Subprocessors to provide support under the Agreement. Personal Data is a subset of Customer Data.
- 1.7** **“Personal Data Breach”** means a confirmed accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized third-party access to Personal Data.
- 1.8** **“Professional Services”** means implementation services, consulting services, or other related services provided under an Order Form.
- 1.9** **“Subprocessor”** or **“sub-processor”** means a Qualtrics Affiliate or a third party engaged by Qualtrics or a Qualtrics Affiliate, in each case that processes Personal Data in accordance with the Agreement.

2. Background.

2.1 Purpose and Application.

- (a) This document (“**PA**”) is incorporated into the Agreement and forms part of a written (including in electronic form) contract between Qualtrics and Customer.
- (b) This PA applies to Personal Data processed by Qualtrics and its Subprocessors in connection with its provision of the Cloud Service.
- (c) This PA does not apply to non-production environments of the Cloud Service if such environments are made available by Qualtrics. Customer will not store Personal Data in such environments.

2.2 Technical and Organizational Measures. Qualtrics will implement and maintain technical and organizational measures to protect Personal Data as described in the Technical and Organizational Measures hereto as Schedule 1 (the **“Technical and Organizational Measures”**).

2.3 Personal Data Breach Notification. Qualtrics will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer’s obligations to report a Personal Data Breach as required under Data Protection Law. Qualtrics may provide such information in phases as it becomes available. Such notification will not be interpreted or construed as an admission of fault or liability by Qualtrics.

3. Qualtrics and Customer Obligations.

3.1 Personal Data.

- (a) Customer will collect and maintain all Personal Data in compliance with Data Protection Law. Customer acts as a single point of contact and will obtain any relevant authorizations, consents, and permissions for the processing of Personal Data in accordance with the Agreement. If Customer provides authorizations, consent, instructions, or permissions, these are also provided on behalf of any other entity using the Cloud Service. If Qualtrics informs or gives notice to Customer, such information or notice is deemed received by those entities permitted by Customer to use the Cloud Service, and Customer will forward such information and notices to the relevant entities.
- (b) The parties have included terms within this Privacy Addendum that deal with the parties' data privacy obligations related to Personal Data. Customer warrants to Qualtrics that a separate agreement for the processing of Personal Data (such agreement, a "DPA") is not required based on Customer's use of the Cloud Services. If a DPA does become required, Customer will notify Qualtrics in advance, and the parties will negotiate in good faith an amendment to the Agreement as necessary to incorporate a DPA. Qualtrics will not be liable to Customer for any damages resulting from the parties' failure to put in place a DPA.

3.2 Access to Personal Data. Qualtrics will provide functionality for production systems that supports Customer's ability to correct, delete, or anonymize Personal Data within a Cloud Service, or to restrict its processing in line with Data Protection Law. If such functionality is not provided, Qualtrics will correct, delete, or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

3.3 Permitted Uses of Personal Data. Qualtrics will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this PA) constitutes the initial documented instructions, and each use of the Cloud Service then constitutes further instructions. For any Customer instructions not made in the Agreement (including this PA) or through Customer's use of the Cloud Service, Qualtrics will use reasonable efforts to follow such instructions to the extent they are required by Data Protection Law, technically feasible, and do not require changes to the Cloud Service. If Qualtrics cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, Qualtrics will immediately notify Customer (email permitted). Qualtrics may also process Personal Data to the extent required to do so by applicable law.

4. Audits.

4.1 Customer Audit. Customer or its independent third-party auditor reasonably acceptable to Qualtrics (which will not include any third-party auditors who are either a competitor of Qualtrics or not suitably qualified or independent) may audit Qualtrics' control environment and security practices relevant to Personal Data only if:

- (a) Qualtrics has not provided sufficient evidence of its compliance with the Technical and Organizational Measures through providing either: (1) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (2) a valid SOC1-3 attestation report;
- (b) a Personal Data Breach has occurred;
- (c) an audit is formally requested by Customer's data protection authority; or
- (d) Data Protection Law grants Customer a direct audit right, in which case Customer will only audit once in any 12-month period unless Data Protection Law requires more frequent audits.

4.2 Scope of Audit. Customer will provide at least 60 days' advance notice of any audit unless Data Protection Law or a competent data protection authority requires shorter notice. The parties, acting reasonably and in good faith, will agree on the frequency and scope of any audits. Customer audits will

be limited in time to a maximum of three business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer will provide the results of any audit to Qualtrics.

- 4.3 Cost of Audits.** Customer will bear the costs of any audit unless such audit reveals a material breach by Qualtrics of the data protection and security obligations in the Agreement, in which case Qualtrics will bear its own costs. If an audit determines that Qualtrics has breached its data protection and security obligations in the Agreement, Qualtrics will promptly remedy the breach at its own cost.
- 4.4 Regulatory Audit.** If a governmental regulator, such as a data protection authority or any law enforcement agent (a “**Regulator**”), formally requests in writing to confirm that Customer or Qualtrics is meeting all applicable information privacy and security requirements applicable to the parties under the Agreement, the Regulator or Customer on its behalf may, subject to confidentiality obligations consistent with those in the Agreement, audit Qualtrics’ control environment and security practices related to the Cloud Services as required by applicable law or by a written order from a Regulator to the extent the Regulator would have the right to regulate and investigate the affairs of Customer if it provided a service comparable to the Cloud Services itself. Customer will provide prompt written notice to Qualtrics as soon as it becomes aware of any investigation or receives a request from a Regulator that will require Qualtrics’ assistance. Customer will ensure that any audit does not interfere with Qualtrics’ business operations or certifications. Customer will provide to Qualtrics a report of any findings of such regulatory audit.
- 5. Subcontracting.**
- 5.1** Qualtrics may subcontract parts of the Cloud Service or Professional Services to third parties. Qualtrics is responsible for its subcontractors’ performance under the Agreement to the same extent it is responsible for its own performance.
- 5.2 Permitted Use.**
- (a) Qualtrics is granted a general authorization to subcontract the processing of Personal Data to Subprocessors.
 - (b) Qualtrics will evaluate the security, privacy, and confidentiality practices of a Subprocessor prior to selection to establish that it can provide the level of protection of Personal Data required by the Agreement.
 - (c) Qualtrics’ list of Subprocessors in place on the effective date of the Agreement is published by Qualtrics at www.qualtrics.com/subprocessor-list, or Qualtrics will make it available to Customer upon request, including the name, address, and role of each Subprocessor.
- 5.3 New Subprocessors; Objections.**
- (a) Qualtrics will inform Customer in advance (by email, the support portal, Documentation, or the Cloud Service) of any intended additions or replacements to the list of Subprocessors, including the name, address, and role of the new Subprocessor.
 - (b) If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessor’s processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to Qualtrics. Such termination will take effect at the time determined by Customer, but no later than 30 days after the date of Qualtrics’ notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this 30-day period, Customer is deemed to have accepted the new Subprocessor.
 - (c) Within the 30-day period after the date of Qualtrics’ notice to Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions will not extend the period for termination and do not affect Qualtrics’ right to use the new Subprocessor after the 30-day period.

(d) Any termination under this Section will be deemed to be without fault by either party and will be subject to the terms of the Agreement.

5.4 Emergency Replacement. Qualtrics may replace a Subprocessor without advance notice if the reason for the change is outside of Qualtrics' reasonable control and prompt replacement is required for security or other urgent reasons. Qualtrics will inform Customer of the replacement Subprocessor as soon as possible following its appointment, and Section 5.3 applies accordingly.

6. International Processing.

6.1 Qualtrics may process Personal Data, including by using Subprocessors, outside the country in which the Customer is located.

6.2 Customer will not collect Personal Data in a manner that would require any particular transfer mechanism to validate the transfer of Personal Data from one jurisdiction to another. Customer will notify Qualtrics in advance if any transfer mechanism is required for transfers of Personal Data. The parties will negotiate in good faith to incorporate such transfer mechanism into the Agreement if the transfer mechanism is required by Data Protection Law. If the transfer mechanism requirements can be met by entering into the European Standard Contractual Clauses, these will be the default transfer mechanism. Qualtrics will not be liable to Customer for any damages resulting from the parties' failure to put in place a transfer mechanism. Qualtrics will not be liable to Customer for any damages resulting from the parties' failure to include such a transfer mechanism in the Agreement.

Schedule 1
Technical and Organizational Measures

1. TECHNICAL AND ORGANIZATIONAL MEASURES

1.1 Physical Access Control. Unauthorized persons are prevented from gaining physical access to premises, buildings, or rooms where data processing systems that process or use Personal Data are located.

Measures:

- Qualtrics protects its assets and facilities using the appropriate means based on the Qualtrics security policy.
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas, and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems, and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to Qualtrics buildings must register their names at reception and must be accompanied by authorized Qualtrics personnel.
- Qualtrics employees and external personnel must wear their ID cards at all Qualtrics locations.

Additional measures for Data Centers:

- All data centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms, and other measures to prevent equipment and data center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the data center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- Qualtrics and all third-party data center providers log the names and times of authorized personnel entering Qualtrics' private areas within the data centers.

1.2 System Access Control. Data processing systems used to provide the Cloud Service must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed through defined processes according to the Qualtrics security policy.
- All personnel access Qualtrics' systems with a unique identifier (user ID).
- Qualtrics has procedures in place so that requested authorization changes are implemented only in accordance with the Qualtrics security policy (for example, no rights are granted without authorization). In case personnel leave the company, their access rights are revoked.
- Qualtrics has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. For domain passwords, the system forces a

password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.

- The company network is protected from the public network by firewalls.
- Qualtrics uses up-to-date antivirus software at access points to the company network (for email accounts), as well as on all file servers and all workstations.
- Security patch management is implemented to provide regular and periodic deployment of relevant security updates. Full remote access to Qualtrics' corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control. Persons entitled to use data processing systems gain access only to Personal Data that they have a right to access, and Personal Data must not be read, copied, modified, or removed without authorization in the course of processing, use, and storage.

Measures:

- As part of the Qualtrics security policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics Information Classification standard.
- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require to fulfill their duty. Qualtrics uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the Qualtrics security policy.
- All production servers are operated in the data centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, Qualtrics conducts internal and external security checks and penetration tests on its IT systems.
- A Qualtrics security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4 Data Transmission Control. Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified, or removed without authorization during transfer. If data carriers are physically transported, adequate measures are implemented at Qualtrics to provide the agreed-upon service levels (for example, encryption and lead-lined containers).

Measures:

- Personal Data in transfer over Qualtrics internal networks is protected according to the Qualtrics security policy.
- When data is transferred between Qualtrics and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network-based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of Qualtrics-controlled systems (e.g., data being transmitted outside the firewall of the Qualtrics data center).

1.5 Data Input Control. It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified, or removed from Qualtrics' data processing systems.

Measures:

- Qualtrics only allows authorized personnel to access Personal Data as required in the course of their duty.

- Qualtrics has implemented a logging system for input, modification and deletion, or blocking of Personal Data by Qualtrics or its subprocessors within the Cloud Service to the extent technically possible.

1.6 Job Control. Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer.

Measures:

- Qualtrics uses controls and processes to monitor compliance with contracts between Qualtrics and its customers, subprocessors, or other service providers.
- As part of the Qualtrics security policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics Information Classification standard.
- All Qualtrics employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of Qualtrics' customers and partners.

1.7 Availability Control. Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:

- Qualtrics employs regular backup processes to provide restoration of business-critical systems as and when necessary.
- Qualtrics uses uninterrupted power supplies (e.g., UPS, batteries, generators, etc.) to protect power availability to the data centers.
- Qualtrics has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business-critical services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- Emergency processes and systems are regularly tested.

1.8 Data Separation Control.

Measures:

- Qualtrics uses the technical capabilities of the deployed software (e.g., multi-tenancy, system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customer has access only to its own data.

1.9 Data Integrity Control. Personal Data will remain intact, complete, and current during processing activities.

Measures:

Qualtrics has implemented a multi-layered defense strategy as a protection against unauthorized modifications. In particular, Qualtrics uses the following to implement the control and measure sections described above:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;
- External and internal penetration testing;

- Regular external audits to prove security measures.

Exhibit B Insurance

During the term of the Agreement, Qualtrics will maintain the following insurance policies with insurers having an AM Best Rating of A- or better:

- (a) commercial general liability with a limit of \$1,000,000 per occurrence and in general aggregate;
- (b) commercial automobile liability with a combined single limit of \$1,000,000 per occurrence;
- (c) workers' compensation in compliance with statutory requirements;
- (d) employer's liability with limits of \$1,000,000 each accident, \$1,000,000 by disease each employee and \$1,000,000 by disease policy limit;
- (e) excess\umbrella liability with a limit of \$5,000,000 per occurrence and in the aggregate with respect to coverage required in (a) and (b); and
- (f) technology professional liability with a limit of \$5,000,000 per claim and in the aggregate.

Following execution of the Agreement and upon request of Customer, Qualtrics will deliver or make available for download a blanket certificate of insurance evidencing existence of the required coverage. Qualtrics or its insurers or brokers will provide Customer 30 days advance written notice in event of cancellation of policies required herein. None of the requirements contained herein as to types or limits or Customer's approval of insurance coverage to be maintained by Qualtrics are intended to, and will not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Qualtrics under the Agreement.

Exhibit C

FAR Clauses

FAR Clause	Title and Date
52.203-6	Restrictions on Subcontractor Sales to the Government (Sep 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2007)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).
52.023-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)
52.203-18	Prohibition on Contracting ith Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (Jan 2017)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier subcontract Awards (Jun 2020)
52.204-17	Ownership or Control of Offeror (Aug 2020)
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)
52.204-26	Covered Telecommunicaitons Equipment or Services-Representation (Oct 2020)
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)
52.209-5	Certification Regarding Responsibility Matter (Aug 2020)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)

52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)
52.215-19	Notification of Ownership Changes (Oct 1997)
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data - Modifications (Oct 2010)
52.215-23	Limitations on Pass-Through Charges (Oct 2009)
52.219-8	Utilization of Small Business Concerns - (Nov 2016)
52.222-17	Non-Displacement of Qualified Workers under Service Contracts (Jan 2013)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-22	Previous Contracts and Compliance Reports (Feb 1999)
52.222-25	Affirmative Action Compliance (Apr 1984)
52.222-26	Equal Opportunity (Sep 2016)
52.222-35	Equal Opportunity for Veterans (Jun 2020)
52.222-36	Equal Opportunity for Workers with Disabilities (Jul 2014)
52.222-37	Employment Reports on Veterans (Jun 2020)
52.222-40	Notification of Employee Rights under the National Labor Relations Act (Dec 2010)
52.222-41	Service Contract Labor Standards (Aug 2018)
52.222-50	Combating Trafficking in Persons (Jan 2019) (A) Alternate I (Mar 2015)
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment – Requirements (May 2014)
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services – Requirements (May 2014)
52.222.54	Employment Eligibility Verification (Oct 2015)
52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)

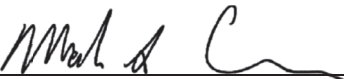
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.224-2	Privacy Act (Apr 1984)
52.224-3	Privacy Training (Jan 2017) (5 U.S.C. 552a). a. Alternate I (Jan 2017) OF 52.224-3
52.222-2	Buy American Certificate (Oct 2022)
52.225-4	Buy American-Free Trade Agreements-Israeli Trade Act Certificate (Oct 2022)
52.225-6	Trade Agreements Certificate (Feb 2021)
52.225-10	Notice of Buy American Requirements-Construction Materials (May 2014)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain activities or Transactions Relating to Iran – Representation and Certifications (Jun 2020)
52.225-26	Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note)
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations. (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.244-6	Subcontracts for Commercial Items (Aug 2019)
52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64
DFARS Clause	Title and Date
252.225-7000	Buy American-Balance of Payments Program Certificate-Basic (Nov 2014)

252.225-7020	Trade Agreements Certificate-Basic (Nov 2014)
252.225-7035	Buy American-Free Trade Agreements-Balance of Payments Program Certificate-Basic (Nov 2014)
252.244-7000	Subcontracts for Commercial Items (Jun 2013)
252.227-7016	Rights in Proposal and Bids Scenario (Jan 2023)
HHSAR Clause	Title and Date
352.222-70	Contractor Cooperation in Equal Employment Opportunity Investigations (Dec 2015)
VAAR Clause	Title and Date
852.203-70	Commercial Advertising (May 2018)



Order Form

Parties:	Qualtrics LLC 333 W River Park Drive, Provo, UT, 84604 United States ("Qualtrics")	City of Olathe KS 100 E Santa Fe St Olathe KS 66061 United States ("Customer")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the Qualtrics General Terms and Conditions at https://www.qualtrics.com/legal/customers/gtcs/ (the "Agreement"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Additional Terms:		
Customer Information:		
Regional Data Center:	Will Customer send a purchase order ("PO"): * Will the PO apply to the entire Subscription Term:	PO#:
Email Address for Invoice Submission:	kpolk@olatheks.org	Billing Address to Reference on Invoice: Attn: 100 E Santa Fe St Olathe, KS 66061 United States
Shipping Address:	Attn: 100 E Santa Fe St Olathe, KS 66061 United States	
*If Customer requires a PO to process the invoice related to this Order Form, Customer will provide the PO with this Order Form or through the Customer Success Hub or customer intake survey within five days after the effective date hereof. Customer's failure or delay in providing a PO will not affect the payment terms herein.		

Qualtrics	Customer
By (signature): 	By (signature):
Name: Mark Creer	Name:
Title: Deputy General Counsel	Title:
Date: 04/07/2026	Date:
Qualtrics Primary Contact:	Customer Primary Contact:
Name: Jack Bender	Name: Kelli Polk
Phone:	Phone: 9135587426
Email: jbender@qualtrics.com	Email: kpolk@olatheks.org

Subscription Term and Fees Exhibit

Subscription Term

Initial Term	
Start date:	First date of the initial period in the fees table below
End date:	Last date of the final period in the fees table below
Term in months:	36

Renewal Terms <i>(not applicable to pilots or proofs of concept)</i>	
Type of renewal at the end of the initial term and each renewal term:	Automatic Renewal
Advance notice required to not renew or to request modification prior to the end of initial term or applicable renewal term:	90 days
Length of each renewal term in months:	12
Price increase at each renewal term for same Cloud Services:	5%

Fees for Initial Term

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
08-Jul-2026 TO 07-Jul-2027	Cloud Professional	\$198,295.92 \$0.00	Effective Date	Net 30	Q-300292
08-Jul-2027 TO 07-Jul-2028	Cloud Professional	\$198,295.92 \$0.00	08-Jun-2027	Net 30	Q-300292
08-Jul-2028 TO 07-Jul-2029	Cloud Professional	\$198,295.92 \$0.00	08-Jun-2028	Net 30	Q-300292
		USD \$594,887.76			
Total					

Prices shown do not include applicable taxes, which will be included on the invoice.

Excess Use

Any use of the Cloud Service that exceeds the Usage Metrics and volumes set forth herein will incur additional fees from the date the excess use began, based on Qualtrics' prices as of that date. Qualtrics will invoice Customer for such excess use on or about the end of the then-current calendar month, and Customer will pay the invoiced amount in accordance with the applicable payment terms above.

Cloud Service Exhibit

YEAR 1
Q-300292

CLOUD SERVICE

XM for Strategy & Research - Strategic Research Interactions : 25,000
XM for Employee Experience - People Lifecycle Employees
XM for Employee Experience - People Engage Employees
XM For Customer Experience Suite Interactions : 225,000
Digital Experience Analytics Sessions (In millions) : 2
Qualtrics Experience Agents 40,000

YEAR 2
Q-300292

CLOUD SERVICE

XM for Employee Experience - People Engage Employees
XM For Customer Experience Suite Interactions : 225,000
Qualtrics Experience Agents 40,000
XM for Strategy & Research - Strategic Research Interactions : 25,000
XM for Employee Experience - People Lifecycle Employees
Digital Experience Analytics Sessions (In millions) : 2

YEAR 3
Q-300292

CLOUD SERVICE

XM for Strategy & Research - Strategic Research Interactions : 25,000
XM for Employee Experience - People Lifecycle Employees
XM for Employee Experience - People Engage Employees
XM For Customer Experience Suite Interactions : 225,000
Digital Experience Analytics Sessions (In millions) : 2
Qualtrics Experience Agents 40,000

The Cloud Services purchased are subject to the Definitions and Product Terms located at: <https://www.qualtrics.com/legal/customers/product-terms>

Qualtrics permits Customer to process a limited number of characters (as defined at <https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses>) through its translation functionality per subscription year ("Translation Limit") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

Service Level Exhibit

Service Levels

1. **Availability; Downtime.** Qualtrics will ensure that the Cloud Service has an availability level of 99.93%, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics for which Qualtrics provides at least five days' advance notice to Customer; and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care ("**Availability**"). "**Downtime**" means time during which the Cloud Service has no Availability.
2. **Fee Credits.** Customer will receive a fee credit ("**Fee Credit**") for Downtime upon request based on the following formula: Fee Credit = fee credit percentage set forth below * (1/12 then-current annual fees paid for the Cloud Service affected by Downtime). All times listed below are per calendar month.
 1. If Downtime is 30 minutes (=99.93%) or less, no fee credit percentage applies.
 2. If Downtime is from 31 to 120 minutes, the fee credit percentage is 5%.
 3. If Downtime is from 121 to 240 minutes, the fee credit percentage is 7.5%.
 4. If Downtime is 241 minutes or greater, the fee credit percentage is 10.0%.