Order Form to
Master Registration Agreement

This Order Form ("**Order Form**") is entered into between the entities specified in the table below. This Order Form is made a part of the Master Registration Agreement ("MRA"), or such other applicable agreement, between the ExamSoft Contracting Party specified in the Billing and Contact Information table below ("**ExamSoft**") and East Texas A&M University Nursing Department ("**Customer**") governing the provision of the Services (the "**Agreement**"). This Order Form is effective as of the date the last party signs this Order Form (the "**Order Form Effective Date**"). All capitalized terms used but not defined in this Order Form have the meanings ascribed to them in the Agreement. For purposes of this Order Form, "**you**" and "**your**" refer to Customer and "**we**" and "**us**" refer to ExamSoft. In the event of any conflict between the terms of the Agreement and this Order Form, the terms of this Order Form will govern.

Address Information

Bill To:
East Texas A&M University Nursing Department

2300 W Neal
Commerce, TX, 75428

United States

Billing Company Name: East Texas A&M University Nursing Department
Billing Contact Name: Denise Neill
Billing Email Address: denise.neill@tamuc.edu
Billing Phone: (903) 886-5315
Primary Contact: Denise Neill

1. Description of the Services
1.1 Additional Product and Service specifications, along with detailed descriptions, are available at https://examsoft.com/product-specifications/ .
2. Terms and Conditions.
2.1 Use of Products and Services. You acknowledge and agree that our provision and your use of the Products and Services provided hereunder are governed by the terms of the Agreement, Master Services Agreement between ExamSoft Worldwide LLC & Texas A&M University Commerce (now East Texas A&M University) dated November 1, 2021; the Service Terms, available at www.turnitin.com/service-terms and the Turnitin Policies.
2.2 Training. On-site or online training must be completed within twelve (12) months of the start of the Service start date or the expiration of the term in which training was licensed, whichever is earlier ("**Training Term Expiry**").

3. Term and Termination

3.1 <u>Term</u>. The term of each Product or Service provided hereunder is specified in the Services and Fees table below:

3.2 <u>Renewal</u>. This Order Form (including your license(s) to the Products/Services provided pursuant to this Order Form) will automatically renew as set forth in Section 19.1.1 of the MRA.

TERM 1 - January 1, 2025 - December 31, 2025

Term	Product Name	Term Start Date	Term End Date	License Fee	Quantity	Net Total
1	ExamSoft Essential Solution	1/1/2025	7/31/2025	USD 39.19	145	USD 5,681.83
1	LMS Integration Maintenance : D2L	1/1/2025	7/31/2025	USD 0.00	145	USD 0.00
1	SSO Integration : SAML	1/1/2025	7/31/2025	USD 0.00	145	USD 0.00
1	ExamSoft Essential Solution	8/1/2025	12/31/2025	USD 39.19	145	USD 5,681.83
1	LMS Integration Maintenance : D2L	8/1/2025	12/31/2025	USD 0.00	145	USD 0.00
1	SSO Integration : SAML	8/1/2025	12/31/2025	USD 0.00	145	USD 0.00
				TERM 1 - January 1, 2025 - December 31, 2025 TOTAL:		USD 11,363.66

TERM 2 - January 1, 2026 - December 31, 2026

Term	Product Name	Term Start Date	Term End Date	License Fee	Quantity	Net Total
2	ExamSoft Essential Solution	1/1/2026	7/31/2026	USD 41.15	145	USD 5,966.75
2	LMS Integration Maintenance : D2L	1/1/2026	7/31/2026	USD 0.00	145	USD 0.00
2	SSO Integration : SAML	1/1/2026	7/31/2026	USD 0.00	145	USD 0.00
2	ExamSoft Essential Solution	8/1/2026	12/31/2026	USD 41.15	145	USD 5,966.75
2	LMS Integration Maintenance : D2L	8/1/2026	12/31/2026	USD 0.00	145	USD 0.00
2	SSO Integration : SAML	8/1/2026	12/31/2026	USD 0.00	145	USD 0.00
				TERM 2 - January 1, 2026 - December 31, 2026 TOTAL:		USD 11,933.50

TERM 3 - January 1, 2027 - December 31, 2027

Term	Product Name	Term Start Date	Term End Date	License Fee	Quantity	Net Total
3	ExamSoft Essential Solution	1/1/2027	7/31/2027	USD 44.24	145	USD 6,414.08
3	LMS Integration Maintenance : D2L	1/1/2027	7/31/2027	USD 0.00	145	USD 0.00
3	SSO Integration : SAML	1/1/2027	7/31/2027	USD 0.00	145	USD 0.00
3	ExamSoft Essential Solution	8/1/2027	12/31/2027	USD 44.24	145	USD 6,414.08
3	LMS Integration Maintenance : D2L	8/1/2027	12/31/2027	USD 0.00	145	USD 0.00
3	SSO Integration : SAML	8/1/2027	12/31/2027	USD 0.00	145	USD 0.00
TERM 3 - January 1, 2027 - December 31, 2027 TOTAL:						USD 12,828.16

Net Total:	**USD 36,125.32**
Tax Amount:	
Gross:	**USD 36,125.32**

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

4. Fees; Payment Terms.

4.1 <u>Invoices</u>. You will pay the total amount due within Net 30 days of receipt of an invoice. Payments not received within Net 30 days may accrue a late fee ("Late Fee") of two percent (2%) of the total amount due under the invoice per month up to (i) ten percent (10%) of the total amount due or (ii) the maximum Late Fee percentage permitted under Applicable Law, whichever is less. The billing method you have selected is Billing Schedule: each term/period will be billed 30 days before that terms service starts. In connection with this Order Form, ExamSoft will submit invoices to Customer in accordance with the billing method selected and will direct such invoices to Customer via the contact information provided in the Billing and Contact Information table above. Payment instructions will be supplied on the invoices that are generated from the order.

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 Licensee Fee for that respective Term as provided above ("Surplus").

4.2 <u>Indirect Taxes.</u> All fees payable by you are exclusive of Indirect Taxes, except where Applicable Law requires otherwise. We may charge and you will pay applicable Indirect Taxes that we are legally obligated or authorized to collect from you. You will provide such information to us as reasonably required to determine whether we are obligated to collect Indirect Taxes from you. We will not collect, and you will not pay, any Indirect Tax for which you furnish us a properly completed exemption certificate or a direct payment permit certificate for which we can claim an available exemption from such Indirect Tax. If you possess a valid exemption certificate from certain taxes, please email such certificate to us at ar@turnitin.com.

4.3 <u>Disputes</u>. In the event of any dispute or discrepancy regarding any invoice, Customer shall notify ar@turnitin.com within ten (10) days of receipt of the invoice. Failure to do so will constitute acceptance of the invoice as accurate and due for payment.

Billing Special Terms:

Institution Pay - (Per ET)

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.).

Product Special Terms:

The ExamSoft Essential Solution includes:
- Exam Intelligence (Win + Mac only)
- Examplify for iPad
- Full Support Package
- LMS Integration Maintenance
- SSO Integration

Acceptance and authorization

IN WITNESS WHEREOF, the parties have executed this Order Form as of the Order Form Effective Date:

CUSTOMER

East Texas A&M University Nursing Department

Signature:

_____

Full Name:

_____

Title:

_____

Date:

_____

EXAMSOFT

ExamSoft Worldwide, LLC

Signature:

_____

Full Name:

_____

Title:

_____

Date:

_____

<u>Revised Purchase Order</u>

Mane Market 🛒

Purchase Order			
Purchase Order Date	PO/Reference No.	Revision No.	Revision Date
Mar 19, 2025	**AB1009462**	**1**	**Mar 19, 2025**

Sales Tax Exemption

East Texas A&M University is exempt from state and municipal sales taxes under Chapter 20 Title 122A, revised Civil Statutes of Texas, for all purchases made for the exclusive use of East Texas A&M University.

The laws of the State of Texas shall govern this Purchase Order.

Member of the Texas A&M University System.

Contact instructions for questions regarding this Purchase Order:

If Buyer Contact information is listed below, please contact the Buyer.

If not, please contact the Customer.

Buyer Contact:

Buyer	Buyer Email	Buyer Phone Number
sdb - Barnes, Sandy	sandy.barnes@tamuc.edu	903.468.3000

Customer Contact:

Name:	Angela Hill
Email:	ANGIE.HILL@TAMUC.EDU
Phone:	+1 903-886-5315

Order acceptance instructions:

Vendor guarantees that the products delivered or the services performed as a result of this Purchase Order will meet or exceed all specifications herein. Any exceptions to the pricing or the description contained herein must be approved by East Texas A&M University's Purchasing Department prior to shipping.

Supplier Information		Delivery Information	
Supplier Name	EXAMSOFT WORLDWIDE INC	**Delivery Address**	
Address	5001 LBJ FREEWAY STE 700 DALLAS, Texas 75244 United States	TAMUS Member:	21-East Texas A&M University (21)
		Attn:	Angie Hill
Phone	+1 866-429-8889	Nursing	
FOB / FREIGHT	Destination	Room	101
Pre-Pay & Add	No	2600 S Neal St	
Payment Terms	0, Net 30	Commerce, TX 75428	
Contract Number - Header	C2021-4601	United States	
Contract Number - Line	*no value*	**Delivery Information**	
Quote number		Required Delivery Date	
		Ship Via	Best Carrier-Best Way

Notes to Supplier

Shipping Instructions

Attachments for supplier

   2025 final_ETAMU ...

PO Clauses

Header	001	No Collect Freight Charges Accepted	Neither COD nor "Collect" freight or handling charges will be accepted.
	508	Changes must be Approved Prior	Any changes to this Contract without the undersigned Purchasing Agent's prior written approval is not authorized and at the expense of the Supplier.
	509	Cancellation due to Funding	This contract is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using Agency.
	522	Governance	Any agreement entered into by East Texas A&M University shall be governed by the laws of the State of Texas.

| 525 | Best Value Clause | Agency invokes "Best Value" purchase exemption under House Bill 1545. |
| 536 | Terms & Conditions - ETAMU | This purchase shall be in accordance with the East Texas A&M University terms and conditions. To obtain, please go to the following address: https://www.tamuc.edu/vendor-information/?redirect=none |

Line No.	Product Description	Catalog No.	Size / Packaging	Unit Price	Quantity	Ext. Price
1 of 6	TERM 1 - 1/1/2025-7/31/2025 - ExamSoft Essential Solutions	na	EA	5,681.83 USD	1 EA	5,681.83 USD
2 of 6	TERM 1 - 08/01/2025-12/31/2025 - ExamSoft Essential Solutions	na	EA	5,681.83 USD	1 EA	5,681.83 USD
3 of 6	TERM 2 - 01/01/2026-07/31/2026 - ExamSoft Essential Solution	na	EA	5,966.75 USD	1 EA	5,966.75 USD
4 of 6	TERM 2 - 08/01/2026-12/31/2026 - ExamSoft Essential Solution	na	EA	5,966.75 USD	1 EA	5,966.75 USD
5 of 6	TERM 3 - 01/01/2027-07/31/2027 - ExamSoft Essential Solution	na	EA	6,414.08 USD	1 EA	6,414.08 USD
6 of 6	TERM 3 - 08/01/2027-12/31/2027 - ExamSoft Essential Solution	na	EA	6,414.08 USD	1 EA	6,414.08 USD
				Total		**36,125.32 USD**

Billing Information	Billing Address
To assure timely payment please e-mail invoices to the email provided in the bill to address. If the invoice is sent via email, please do not send a duplicate copy through the mail. Only if email is not an option then submit invoices to the billing address indicated in the "Billing Address" section. To inquire about electronic invoicing via cXML, CSV or PO flip through the supplier portal, e-mail vendorhelp@tamu.edu. Invoice must include the PO/Reference number shown above.	East Texas A&M University ***Do Not Mail Invoices*** Email invoices to invoices@tamuc.edu PO Box 3011 Commerce, TX 75429 United States