



Calm.com, Inc. (“Calm”)  
 555 Bryant Street, Suite 262  
 Palo Alto, California 94301 USA  
 Billing contact: [ar@calm.com](mailto:ar@calm.com)

## PROPOSED BY

Name: Kate Mejias

Email: [kate.mejias@calm.com](mailto:kate.mejias@calm.com)

Pricing Valid Until: April 1, 2024

<b>ORDER FORM # Q-14034A</b>	<b>TYPE: New Subscription</b>
Company Name (“Customer”): Columbus Public Health  Billing Address: 240 Parsons Ave, Columbus, Ohio 43215, United States  Billing Contact: Annie Delawder <a href="mailto:andelawder@columbus.gov">andelawder@columbus.gov</a>	Address for notices: 240 Parsons Avenue, Columbus, Ohio 43215, United States  Email address for notices: <a href="mailto:andelawder@columbus.gov">andelawder@columbus.gov</a>  Order Form Currency: USD

## SUBSCRIPTION INFORMATION

Initial Term	Services	Subscription Cost (per Individual per year)	Initial Number of Individuals	Fees
April 1, 2024 - March 31, 2027	Calm Business	\$38.16	579	\$66,283.92

## PROFESSIONAL SERVICES

Professional Service Package	Unit of Measure	Quantity	Fees
Launch Experience	Each	1	\$1,500.00

<b>Total Fees</b>	\$67,783.92
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<b>Services</b>	Subscriptions to the Calm mobile application and related website that provides a variety of audio and/or visual mental resiliency content (the “Services”).
<b>Services Start Date</b>	Access to the Calm Platform via the Admin Console is estimated to be available on April 1, 2024 and will remain available thereafter during the term of this Order.

<b>Term</b>	The initial term of this Order will commence on the Services Start Date and continue until March 31, 2027 (“ <b>Initial Term</b> ”). This Order will automatically renew for consecutive renewal one-year terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to any renewal.
<b>Invoicing Frequency*</b>	Annually - 3 years
<b>Payment Terms</b>	Net 30
<b>Payment</b>	In the event multiple payments are specified in the Invoicing Frequency field, Customer will pay Calm the Total divided by the Invoicing Frequency and pay each such amount at the beginning of each annual Term (such periods calculated by dividing the duration of the term by the Invoicing Frequency).  Remittance details and instructions will be provided at time of invoicing.
<b>Onboarding Method</b>	
<b>Professional Services Terms</b>	The launch experience includes one (1) virtual Calm fundamentals workshop session. The session purchased hereunder must be used within three (3) months from the Services Start Date (the “Launch Period”). Any session not used within the Launch Period will automatically expire, with no further action required by either Party. There are no refunds or credits for an unused session. The Calm Professional Services Agreement found at <a href="https://info.calm.com/rs/541-LYF-023/images/WPSA01.2023.pdf">https://info.calm.com/rs/541-LYF-023/images/WPSA01.2023.pdf</a> (the “PS Agreement”) will govern the purchase of the Calm Workshop Professional Services. Any capitalized terms that are used in this Order, but are not defined herein, have the meaning ascribed to such term in the PS Agreement.
<b>Special Terms</b>	The Parties hereby agree that this Order Form replaces and supersedes the previous Calm Order Form # Q-14034 signed between the Parties on January 26, 2024.  If Customer is a state or local government, which prohibits Late Payment (Section 4.2), Compelled Access or Disclosure (Section 8.3), Customer Indemnification (Section 11.2), Governing Law (Section 12.5) or Arbitration (Section 12.6) provisions (“Applicable Clauses”), any prohibited Applicable Clause in this Agreement will be deemed stricken from the Agreement. If Customer is a state or local government, which limits, or has requirements for, any Applicable Clause, such Applicable Clause will be interpreted to comply with such limitations in the manner which most closely aligns with the language in the Agreement.

**TERMS AND CONDITIONS**

This Order is effective as of the date of the last signature below. The Services purchased under this Order are subject to the Master Services Agreement in effect between Calm and Customer or, if no such agreement exists, the terms and conditions located at <https://info.calm.com/rs/541-LYF-023/images/CalmMSA01.2023.pdf>. Any capitalized terms that are used in this Order, but are not defined herein, have the meaning ascribed to them in the Master Services Agreement. For clarity, this Order does not constitute a renewal of any prior Order.

BY SIGNING THIS ORDER FORM, THE CUSTOMER SIGNATORY BELOW DECLARES THEY ARE AUTHORIZED TO SIGN AND PLACE THIS ORDER ON BEHALF OF THE CUSTOMER AND AGREE TO ALL PAYMENTS THAT ARE DUE TO CALM. THE PRICES QUOTED IN THIS ORDER FORM DO NOT INCLUDE TAXES. AS A RESULT, AMOUNTS INVOICED TO CUSTOMER MAY BE HIGHER THAN THOSE STATED ON THIS ORDER FORM.

**PO#**

**Tax Exempt Status/ ID #**

**\*Invoicing for this Order to commence upon execution, no later than the Service Start Date and will be sent via email to the billing contact listed above. For all billing questions please reach out to ar@calm.com.**

**Columbus Public Health “Customer”**

**Calm.com, Inc.**

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: