



**PARTNER RESALE ORDER CONFIRMATION
(NORTH AMERICA)**

Order # 26561

Customer Name (Full Legal Entity Name)	City of Columbus	Prorated to Customer's Date	10/01/2019 to 1/31/2021
Installation/Primary Address	90 West Broad Street Columbus, Ohio 43215		
Primary Contact	Sam Orth	Title	CIO
Telephone	614.645.2550	Email	HSOrth@columbus.gov

Cherwell Partner	Avante Solutions	Partner Contact	Rich Clark
Partner Telephone	(401) 301-9924	Partner Email	rclark@avantesolutions.com

Item	Licensed Software/Services Descriptions	Qty
Licensed Software	Cherwell Service Management (CSM) Concurrent User Licenses Perpetual Licenses *For additional licenses, notwithstanding as may otherwise be stated herein, the Maintenance and Support term starts on the date of this Order Confirmation and is prorated to be coterminous with Customer's existing maintenance and support term.	15
Payment Terms	Licensed Software, Training classes, Hosting fees and Maintenance and Support to be invoiced immediately. Training Packages are valid for one year from date of order and are non-refundable. Professional Services to be invoiced by applicable provider as rendered. Pricing does not include any applicable sales tax or similar tax. Customer is obtaining the Licensed Software from Cherwell Software but will be invoiced by the Cherwell Partner listed above for the initial term of the Customer's license agreement, which includes the first annual term of maintenance and support for perpetual licenses and a three year maximum term for subscription licenses. Invoicing and payment for such initial term of this order will be between Customer and Partner.	

NOTE: All software to be delivered electronically

This Order Confirmation, together with the applicable license, subscription and/or services agreement identified below and incorporated herein, constitutes an agreement (collectively, the "Agreement") between Cherwell Software, LLC, on its own behalf and on behalf of its subsidiaries, divisions and affiliates (collectively "Cherwell") and Customer, and must be signed by an authorized representative of Customer. Use of the Licensed Software described above is subject to the Agreement. Customer acknowledges and agrees to the terms contained in the Agreement and/or addenda attached hereto, or if no Agreement attached, the Agreement located at the applicable URL identified below. Customer further acknowledges that as between Customer and Cherwell, no Cherwell Partner is authorized to modify the terms and conditions of the Agreement nor the rights granted to Customer with regard to the Licensed Software. If Customer is ordering additional software licenses or services and has already executed an Agreement with Cherwell, by signing below Customer agrees that the products and services quoted above are subject to the terms and conditions contained in Customer's existing Agreement.

Existing Customer x

Each party signing below represents that it has authority to bind the company or legal entity named below.

CUSTOMER	City of Columbus	CHERWELL	Cherwell Software, LLC
By (print name and title)		By (print name and title)	
Signature		Signature	
Date		Date	

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