

Quote Number: Q-00134680 Order Effective Date: (Date of Last Signature Below)

Cornerstone OnDemand – ORDER				
Client Name (" Client ")	City of Columbus, OH			
Order Start Date	11/11/2022			
Order End Date	12/15/2023			
Is a <i>new</i> purchase order required for this purchase?*	("No," unless box is checked) []Yes: PO#			
Primary Client Contact	Andria Williams	alwilliams@columbus.gov	+1 614-645-2776	
Client Address (Ship To)	City of Columbus, OH Dept of Public Utilities 910 Dublin Rd, HR Training 1st floor, Columbus, OH, 43215, United States			
Primary Billing (Invoice) Contact	Andria Williams	alwilliams@columbus.gov	+1 614-645-2776	
Client Billing (Invoice) Address	City of Columbus, OH Dept of Public Utilities 910 Dublin Rd, HR Training 1st floor, Columbus, OH, 43215, United States			

Note: Please send purchase order number to <u>DLCollections@csod.com</u> within three (3) business days of order signing.

Product(s)

	Period 11/11/2022 - 12/15/2023	
Product	Qty Annual Fee	
Content Anytime Public Sector	1,000	\$10,000.00
Annual Subtotal	USD 10,000.00	
First Year Grand Total		USD 10,000.00

Special Terms

Client has the option to renew this order two (2) times for additional one year terms.

Client agrees to an annual 4.50% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange (except for Content partner offerings, EdCast product purchases, and other third party products), Cornerstone agrees never to increase such prices beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Invoicing Schedule

Payment terms for this Order shall be net 60 days.

Annual Fees are invoiced annually, beginning on the Order Start Date(s), through the Order End Date(s). If applicable, the final invoice for annual fees will be prorated. One-time fees are invoiced on the Order Start Date(s).

Except as otherwise expressly set forth herein, all purchases are non-cancelable and non-refundable.

Fees are exclusive of applicable sales, use, VAT, GST, digital tax, DST and other taxes and are net of withholding taxes.





Purchased course(s) shall be available from the Order Start Date above, through the earlier of: (i) the Order End Date above; or (ii) termination/expiration of all Learning Orders; or (iii) termination of the Agreement, after which time all access / course registrations shall be terminated or expire without refund. Course loading and hosting services are included as a part of this Order. Content subscriptions are non-transferable; they are unique to individual users. Cornerstone reserves the right to invoice Clients automatically for each subscription/registration exceeding the number purchased, based on the total Content price set forth in this Order, divided by the total number of Active Users subscribed to/registered for that Content.

Some Content is hosted by third-party content providers. These providers may process personal information (e.g., Active User identification, course tracking, etc.) only as necessary to provide the Content in accordance with AICC, SCORM, or equivalent standards. The list, locations, and security and privacy policies of such providers are available upon request.

Terms and Conditions

This Order is hereby incorporated into and made part of the parties' master agreement (the "**Agreement**"). If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

 Agreed and accepted:
 Cornerstone OnDemand, Inc.

 Client
 Signature:

 Signature:
 Name:

 Name:
 Title:

 Date:
 Date:

Order Validation

