This Services Agreement (this "Agreement") is entered into between ThinkHR Corporation ("ThinkHR") whose address is 4457 Willow Road, Suite 120, Pleasanton, CA 94588 and the Client identified below as of the Effective Date set forth below.

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|---|---|
| **Effective Date** | September 25, 2015 |
| **Client** <br> **Client Address** | **City of Gahanna** <br> 200 S, Hamilton Road. <br> Gahanna, Ohio, 43230 |
| **Services and Services Fees** | Implementation Fee: $0.00 <br><br> Monthly Service Fee: $259 <br><br> Term: 12-months <br><br> Learn No. of Registered Users: 150 <br><br><br> **ThinkHR Learn:** Unlimited access to all courses, for the above number of users to ThinkHR Learn, a cloud-based Learning Management System. For a detailed description of ThinkHR Learn, see **Attachment I.** |

In consideration of the mutual promises contained herein, the parties hereby agree as follows:

**1. Services**

Client hereby retains ThinkHR to provide the Services described herein and as incorporated into Attachments I .

**2. Compensation**

Client agrees to pay ThinkHR service fees and set-up fees for the selected Services, as indicated herein. Annual fee will be calculated and billed monthly.

**3. Confidentiality**

"Confidential Information" means any Client proprietary information, technical data, trade secrets or know how, including, but not limited to, research, product plans, products, services, customers, employee lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by Client to ThinkHR either directly or indirectly in writing or orally. "Confidential Information" does not include information that (i) is known to ThinkHR at the time of disclosure to ThinkHR by the Client as evidenced by written records of ThinkHR, (ii) has become publicly known and made generally available through no wrongful act of ThinkHR, (iii) has been rightfully received by ThinkHR from a third party who is authorized to make such disclosure, or (iv) is required to be disclosed by ThinkHR pursuant to law, provided ThinkHR uses reasonable efforts to give Client advance notice of such required disclosure.

**4. Term and Termination**

This Agreement will commence on the effective date written above and continues in effect, renewing annually at a 5% increase over the previous year, until terminated as provide below.

4.1 Either party may terminate this Agreement, effective at the end of the current renewal period, by giving notice of termination at least sixty (60) days prior to the end of that period.

4.2 Either party may terminate this Agreement immediately and without prior notice if the other party refuses to or is unable to perform its material obligations under this Agreement

4.3 If Client falls more than 45 days past due in monthly fees, ThinkHR will suspend all services.

4.4 Upon termination, all rights and duties of the parties toward each other shall cease except:

 • Client shall be obliged to pay, within seven (7) days of the effective date of termination, all amounts owing to ThinkHR for unpaid Services performed up to the effective date of the termination notice;

 • ThinkHR will refund to Client any advance payment to the extent such advance payment exceeds authorized billings; and


**5. Terms of Use**

Client is solely responsible in all respects for all use of, and for protecting the confidentiality of, any email verification number and password that may be given to Client or Client employees or selected by Client in the use of ThinkHR Services. Client may not share these with or transfer them to any third parties. Client must notify ThinkHR immediately of any unauthorized use of ThinkHR Services.

All content and materials published at ThinkHR Learn or ThinkHR Live are presented solely for use within Client Company.

**6. Indemnity, Disclaimer of Warranties, and Limitation on Liability**

**Indemnity**. ThinkHR, at its own cost and expense, shall indemnify and hold Client free and harmless from costs arising in connection with any third party claim or action brought against Client arising from ThinkHR's gross negligence in the course of performing Services pursuant to this Agreement. In no event will this indemnification exceed the maximum liability set forth in the LIMITATIONS ON LIABILITY section below.

**DISCLAIMER OF WARRANTIES**.  ThinkHR represents and warrants that each Service will be performed in a competent and professional manner, and in substantial conformity with the Service description on the applicable Attachment.  **ThinkHR does not make, and hereby expressly disclaims, any other warranties, express, implied or statutory, with respect to the Services including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.**

**LIMITATIONS ON LIABILITY.   All content, materials and information from ThinkHR are provided on an "as is" basis and Client assumes total responsibility and risk for use of any and all ThinkHR Services and use of all information contained within it. The information provided by ThinkHR is intended to provide general information and best practices only and should not be relied upon as legal advice. It is an essential pre-condition of Client's use of ThinkHR Services that Client agrees and accept that ThinkHR is not legally responsible for any loss or damage Client might suffer related to its use of ThinkHR Services, whether from errors or from omissions in information or from any other use of the Services.**

**9. Notices**

All notices and other communications given or made pursuant to this Agreement shall be sent, in writing, to the respective parties at their address as set forth on the signature page, or the address as subsequently modified by written notice given in accordance with this Section 9.  Notices shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

**10. Miscellaneous**

Each party hereto shall comply with all applicable laws in performing its obligations under this Agreement. This Agreement (including the applicable Attachments incorporated herein) constitutes the entire agreement between the parties relating to the subject matter hereof, and all prior negotiations and understandings, whether oral or written, are superseded hereby. No modification or amendment of this Agreement shall be effective unless and until set forth in writing and signed by each party hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the choice of law principles thereof and each party hereto hereby irrevocably consents to non-exclusive jurisdiction in the applicable state or federal court in Alameda County, California, subject to the binding arbitration provisions contained herein. If any provision of this Agreement or portion thereof is held invalid, illegal, void or unenforceable by reason of any rule of law, administrative or judicial provision or public policy, all other provisions of this Agreement shall nevertheless remain in full force and effect. Neither party shall have any obligation to perform any services for or as agent of the other party other than as specifically provided for in this Agreement unless mutually agreed by the parties.

IN WITNESS WHEREOF each party has caused this agreement to be executed on its behalf by its duly authorized officer as of the date written.

## City of Gahanna

**ThinkHR Corporation (ThinkHR)**

_____          By:_____

Signature                          Date

_____          Name:_____

Name

_____          Title:_____

Title

_____          Date:_____

Direct Phone Number          Email

**ATTACHMENT I**
**ThinkHR Learn**


The terms and conditions set forth in this **Attachment** apply solely to ThinkHR Learn and are hereby incorporated into the Services Agreement to which it is attached, if ThinkHR Learn is provided under the Agreement. ThinkHR Learn is ThinkHR's web-based Learning Management System containing a library of over 300 employee training courses. Client will receive, and will be able to provide to all of its employees, access to ThinkHR Learn. Client will be able to store and access training records information regarding employee usage and results.

All training information and content ("Training Content") delivered by ThinkHR Learn is produced by either ThinkHR or a 3$^{rd}$ party content provider (Partner). All training content included under this Agreement may be changed, updated, altered at any time and without notice

Training Content is the sole and exclusive property of ThinkHR and/or its Partners, and, except for Client's right to use ThinkHR Learn in strict compliance with the Agreement, ThinkHR and/or its Partners, retains all right, title and interest in and to Training Content. Client may not copy, modify or make derivative works from or otherwise make any commercial use of Training Content not specifically permitted by the Agreement. Client acknowledges that applicable laws protect ThinkHR's copyright and other intellectual property rights in Training Content. Client agrees to take reasonable steps necessary to prevent the unauthorized use, duplication or publication of Training Content by Client's employees. ThinkHR will assign to Client a unique user name and password for admin access to ThinkHR Learn.

ThinkHR warrants that Training Content does not infringe any copyright, trade secret or other proprietary right of any third party, and has used diligent efforts to collect and prepare information for inclusion in Training Content. **However, ThinkHR does not represent or warrant the accuracy, completeness, timeliness or correct sequencing of the information contained in Training Content. ThinkHR does not assume, and expressly disclaims, any liability to any person or entity for any loss or damage caused by errors or omissions in Training Content, whether such errors or omissions result from negligence, accident, erroneous translation or any other cause whatsoever.** In the event of any error contained in Training Content, Client shall notify ThinkHR of the error within fifteen (15) days after Client first becomes aware of the error, and ThinkHR shall have 10 business days to cure. Such correction shall be Client's sole and exclusive remedy for any such error. **ThinkHR does not make and hereby expressly disclaims any other warranties, express, implied or statutory, with respect to Training Content including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement of third-party rights. This limitation and disclaimer of warranties shall survive the termination of this agreement.**

**HR Training Services do not include or constitute legal, tax or financial advice.**