

**Order Form No. 2
for Callidus Cloud Services**

Between

**Callidus Software Inc.
(an SAP America, Inc. company)
2700 Camino Ramon #400
San Ramon, California 94583
("SAP")**

And

**Career Source Central Florida
390 N Orange Suite 700
Orlando, FL 32801
("Customer")**

1. ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by SAP is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the Callidus Cloud Service(s) ("Cloud Services") listed in this Order Form and is effective on the date signed by Customer ("Effective Date").

Offer Expiration Date: 11/04/2020

This Order Form is governed by and incorporates the following documents in effect as of the Effective Date. All documents are listed in order of precedence, and collectively are referred to as the "Agreement".

Agreement	Location
Order Form	
Schedule A of this Order Form: Support Policy for SAP Cloud Services*	http://www.sap.com/agreements-cloud-support
Schedule B of this Order Form: Service Level Agreement for SAP Cloud Services ("SLA")	http://www.sap.com/agreements-cloud-service-level-agreement
Schedule C of this Order Form: Data Processing Agreement for SAP Cloud Services Schedule C will serve as a commissioned written data processing agreement.	http://www.sap.com/agreements-cloud-data-processing
Schedule D of this Order Form: General Terms and Conditions for SAP Cloud Services ("GTC")	https://www.sap.com/about/trust-center/agreements/cloud/cloud-services.html?search=General%20Terms%20and%20Conditions&sort=title_asc

*As per Support Policy for SAP Cloud Services, Customer will receive Enterprise Support, cloud

editions. Callidus provides telephone support at 925-251-2220. Customer may contact support services at <https://support.litmos.com>.

All defined terms in the GTC used in this Order Form have the meaning stated in the GTC.

2. CLOUD SERVICE

2.1 Cloud Service Order

The table shows the purchased Cloud Service, Usage Metrics, volume and fees.

Cloud Service	Usage Metric	Quantity	Unit Fee Per Month <i>If applicable</i>	Per User Overage Fee per Month	Total Fee in USD
Litmos Pro	Active Users Per Month	500	\$ 3.00	\$6.00	\$ 18,000.00
Litmos Automation Bundle	One Bundle	1	N/A	N/A	Included
Annual fee					\$18,000.00
Total Initial Term fee					\$18,000.00

2.2 Subscription Term

- (a) Customer's initial Subscription Term will begin on the Start date and will continue for a period of 12 Months ("Initial Term"). "Year One" within the Initial Term is the period beginning on November 04, 2020 (the "Start Date") and ending November 03, 2021. Each "Subsequent Year" within the Initial Term begins (commencing with the first anniversary of the Start Date) on the applicable anniversary of the Start Date and ends on the day before the next anniversary of the Start Date.
- (b) Upon the expiration of the Initial Term, this Order Form may only be renewed by mutual agreement of SAP and Customer in the form of a renewal Order Form executed by the parties 30 days prior to the end date of this Order Form.

2.3 Excess Use

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. SAP may invoice and Customer will pay for excess use based on applicable pricing in the Order Form. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume.

3. PAYMENT AND INVOICES

3.1 Fees and Invoicing

Fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer semi-annually in

advance. SAP may provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the Subscription Term. Customer will reimburse SAP for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by SAP in performing any support for the Cloud Service.

3.2 Fee Increases

SAP may increase fees at the beginning of each renewal term. This increase will not exceed 3.3%. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce the Cloud Service, Usage Metrics or volume for any renewal term.

3.3 Payment

Customer will pay to SAP all fees due within thirty (30) days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

4. AUTHORIZED ADMINISTRATOR

Customer confirms the name assigned to the authorized role is accurate and that the contact below has been informed of the responsibility. Inaccuracy can result in delays outside of SAP control.

Main Contact: Dyana Burke
dburke@careersourcecf.com

The Main Contact is the Customer contact for onboarding, who receives the confirmation that the order has been processed (which includes the confirmed Effective Date). If current contact is inaccurate, please correct here:

Main Contact corrected name: _____
Main Contact corrected email: _____

5. CUSTOMER LOCATION

Customer has provided the following primary access location:

390 N Orange Suite 700
Orlando, FL 32801

This is the primary (but not the only) location from which Customer will access the Cloud Service. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address. The primary access location is used by SAP for the determination of any applicable taxes.

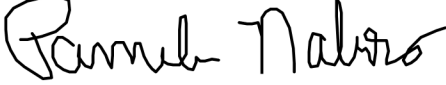
6. GLOSSARY

6.1 "Active Users" is a pricing metric that measures each User that logs into the Cloud Service in a calendar month; Customer is not authorized to exceed the number of Active Users licensed hereunder in a calendar month. For clarity, once a User becomes an Active User for the thirty-day period, there is no limit to the number of times they can log in within that thirty-day period.

6.2 "Named User" means a specific User that has login access to Cloud Services during each annual term of this Order Form.

6.3 "Users" mean any person, third party, or entity that has login access to Cloud Services.

Accepted By:

CUSTOMER: CAREER SOURCE CENTRAL FLORIDA
By: 
Name: Pamela Nabors
Title: President & CEO
Date: 11/04/2020