

# Cornerstone OnDemand – Master Agreement

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
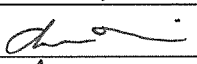
Effective Date ("ED"): [Date of the last signature below]

|                          |                                                                |                                                               |                                                                |
|--------------------------|----------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------------|
| Client Name ("Client"):  | City of Riverside, CA                                          |                                                               |                                                                |
| Client Address:          | 3780 Market St., Riverside, CA - 92501, United States          |                                                               |                                                                |
| Billing Address:         |                                                                |                                                               |                                                                |
| Federal Tax ID# / VAT #: |                                                                |                                                               |                                                                |
| <u>Primary Contact</u>   |                                                                | <u>Billing Contact</u><br>(if different than Primary Contact) |                                                                |
| Name:                    | Dora Burns                                                     | Name:                                                         | Dora Burns                                                     |
| Title:                   | <del>Assistant Chief Financial Officer</del><br>Fiscal Manager | Title:                                                        | <del>Assistant Chief Financial Officer</del><br>Fiscal Manager |
| Email:                   | dburns@riversideca.gov                                         | Email*:                                                       | dburns@riversideca.gov                                         |
| Phone:                   | (951) 826-5160                                                 | Phone:                                                        | (951) 826-5160                                                 |

\*NOTE: All invoices will be emailed to Client unless otherwise agreed by the parties.

|                                                 |  |
|-------------------------------------------------|--|
| Is Client exempt from applicable sales/VAT tax? |  |
| Does Client require a purchase order ("PO")?    |  |
| PO Number (if applicable):                      |  |

By signing below, each party acknowledges that it has read, understands, and agrees to the provisions set forth in this Master Agreement (the "Agreement"). No other terms and conditions will apply. Capitalized terms set forth in the Agreement shall have the respective meanings set forth in the Master Terms and Conditions. Except as otherwise expressly set forth herein, all purchases are non-cancelable and non-refundable. Fees are exclusive of applicable sales, use, VAT, and other taxes, and are net of withholding taxes.

|               |                                                                                     |                                   |                                                                                       |
|---------------|-------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------------------------------------------------------|
| <b>Client</b> |                                                                                     | <b>Cornerstone OnDemand, Inc.</b> |                                                                                       |
| Signature:    |  | Signature:                        |  |
| Name:         |                                                                                     | Name:                             | Adam Weiss                                                                            |
| Title:        |                                                                                     | Title:                            | GC & SVP Administration                                                               |
| Date:         |                                                                                     | Date:                             | 8/18/17                                                                               |



CERTIFIED AS TO FUNDS AVAILABILITY:

BY:   
Chief Financial Officer / City Treasurer

APPROVED AS TO FORM:

BY:   
ASSISTANT CITY ATTORNEY

Approved as to form:

  
  
Brian Swartz  
CFO  
8/24/2017

# Cornerstone OnDemand – Master Agreement

## MASTER TERMS AND CONDITIONS

These Master Terms and Conditions are made a part of and incorporated by reference into the Cornerstone OnDemand – Master Agreement by and between Client and Cornerstone OnDemand (“Cornerstone”) (the “Agreement”).

### 1. Definitions.

- a) “Active User” means, in a given calendar month, a user established on the Software with a designation of “active” at any time during that month. Client determines who is an Active User, subject to the maximum number(s) of Active Users set forth in the respective Order(s). A “Subscriber” is an Active User that accesses the Software for a flat fee. If a number of “transactions” is specified in a given Order, one transaction will be debited for each course registration, self-assessment, or task launched by an Active User, and unused transactions expire at the earlier of: (i) termination of the applicable Order; or (ii) one year from the purchase date.
- b) “Affiliate” means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
- c) “Client Content” means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, or documents created and/or supplied by Client.
- d) “Client Data” means proprietary or personal data regarding Client or any of its users under this Agreement which is uploaded to the Software.
- e) “Confidential Information” means any non-public information of Cornerstone or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked “confidential” or “proprietary” or some similar designation by the disclosing party. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- f) “Implementation” means implementation, deployment, and/or training relating to the Software.
- g) “Order” means a Product purchase in a schedule, statement of work, addendum, or amendment signed by both parties.
- h) “Products” means any and all Services, work product resulting from Services, and Software.
- i) “Service” means any service rendered by Cornerstone specifically to Client, including, but not limited to: (i) hosting of the Software; (ii) hosting, delivery, and/or distribution of eLearning content; (iii) provision of customer and/or technical support for the Software; (iv) Implementation; (v) development of Software functionality specially requested by Client; and/or (vi) any consulting service.
- j) “Software” means: (i) any and all of Cornerstone’s proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as applications that have been modified in any way by Cornerstone at the request of a client; and (ii) application functionality provided by Cornerstone-contracted third parties.
- k) “Third Party” means any party that is not either of the parties, its Affiliates, employees, shareholders, directors, officers, contractors, customers, or Active Users.

2. Cornerstone Obligations. In accordance with the terms and conditions of the Agreement, Cornerstone will: (i) make the Software available on a non-exclusive basis to Active Users via the Internet; (ii) maintain appropriate safeguards for protection of Client Data, including regular back-ups, security and incident response protocols, and application and infrastructure monitoring; and (iii) not access, modify, or disclose Client Data, except as compelled by law, to prevent or address service or technical issues, or if otherwise permitted by Client. To meet its disaster recovery commitments, Cornerstone maintains a backup copy of Client Data for approximately six (6) months following expiration or termination of the Agreement, after which time all backups are destroyed.

3. Client Restrictions. Client may only use the Products for its own lawful, internal business purposes. Client shall not: (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell the Products except through Extended Enterprise transactions/registrations; (iii) create any derivative works based upon the Products; (iv) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software or any part thereof (except to the

extent that such restriction is not permitted under applicable law); (v) make the Products available to any unauthorized parties, including without limitation, competitors of Cornerstone; or (vi) release the results of benchmark tests or other comparisons of the Products with other software, services, or materials. Client will be responsible for Active Users’ compliance with the Agreement and liable for Active Users’ breach thereof. Client will ensure that it has obtained all necessary consents and approvals for Cornerstone to access Client Data for the purposes permitted under this Agreement. If Client is in breach of this section, Cornerstone may suspend Services if and to the extent necessary to mitigate or avoid imminent damage, in addition to any other rights and remedies Cornerstone may have at law or in equity.

4. Services. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. Cornerstone shall notify Client of its use of any subcontractors to perform Client-specific Services. Cornerstone shall be responsible for its subcontractors’ performance of Services under this Agreement. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service. If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party’s delay in performing its obligations may require an amended Order. When Cornerstone notifies Client that a given project has been completed, Client shall either accept or reject the project based on whether the deliverables for that project have been performed in substantial and material accordance with the applicable Order. If Client: (x) fails to provide written notice of acceptance or rejection of the Service to Cornerstone within thirty (30) days of Cornerstone’s notification that the project is complete; or (y) with respect to an Implementation, uses the implemented Software in a live environment for a total of thirty (30) days, then the project will be deemed accepted.

### 5. Cornerstone’s Personnel.

- a. Cornerstone shall use its own employees to perform the Services described in this Agreement. City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Cornerstone agrees to remove personnel from performing work under this Agreement if requested to do so by City.
- b. Cornerstone may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that Cornerstone may utilize subcontractors, Cornerstone shall remain responsible for performing all aspects of this Agreement. City has the right to reasonably reject Cornerstone’s subcontractors (provided that City acknowledges that unreasonable rejection of a subcontractor may result in Cornerstone’s delayed or impaired performance of the Agreement) and City reserves the right to request replacement of a subcontractor. City does not have any obligation to pay subcontractors and nothing herein creates any privity between City and the subcontractors.

6. Support. After Implementation is completed, Cornerstone shall provide the level of technical support stated in the applicable Order. Only the number of administrators set forth in the applicable support package (i.e., not all Active Users) may contact Cornerstone for support. Client agrees to promptly provide Cornerstone with sufficient documentation, data and assistance with respect to any reported errors, and to reasonably cooperate with Cornerstone, in order for Cornerstone to comply with its support obligations hereunder. In no event shall Cornerstone be responsible or liable for any errors, bugs or other problems contained in or originating from hardware or software not provided by Cornerstone. Should unexpected or inappropriate use of the Software (e.g., improperly formatted or constructed Client Content; extraordinary bandwidth usage; uploaded files that contain viruses, worms, spyware, or other malicious content; load tests, security scans, or penetration tests conducted without notice, etc.) result in denial of service with respect to the Software, Cornerstone may disable the implicated Client Content and/or deny access to Client’s portal only if and for so long as necessary to remedy the issue.

### 7. Fees and Payment.

- a. Client will be invoiced for fees according to the applicable Order. Payment of fees will be due upon receipt, except where an Order expressly prescribes other payment dates. Except where otherwise stated, all fees set forth in an Order are in U.S. dollars and must be paid in the currency set forth in the Order. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, following

notice and a reasonable time to cure, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse Cornerstone for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.

b. Invoicing shall be submitted to:

Dora Burns  
Riverside Public Utilities Department  
3750 University Avenue; 3<sup>rd</sup> Fl  
Riverside, Ca 92501  
and / or to  
dburns@riversideca.gov

c. Cornerstone is required to submit invoices that conform to City standards and include, at a minimum, the following information:

- i. Name and address of Contractor
- ii. Name and address of City department being billed
- iii. Date of invoice and period covered
- iv. Contract number or authority (purchase order) number
- v. Description of completed task and amount due for task, including:
- vi. Name of Personnel working on task
- vii. Hours spent on task and timesheet supporting charges (if applicable)
- viii. Rate per hour and total due
- ix. Certification by a duly authorized officer
- x. Discount and terms (if applicable)
- xi. Remittance address (if different from Contractor's address)

d. All invoices shall be submitted on Cornerstone's letterhead, contain Cornerstone's official logo, or other unique and identifying information such as the name and address of Cornerstone. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoice.

8. Term and Termination.

- a) Term. The term of this Agreement runs from the Effective Date through the later of: (i) three (3) years (4 or 5 years if renewed by the City); and (ii) expiration or termination of the last Order.
- b) Termination for Cause. Either party may immediately terminate this Agreement if the other party materially breaches the Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) Bankruptcy Events. A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) Effect of Termination. Immediately following termination of this Agreement, Client shall cease using all Products. Client may retrieve Client Data any time prior to termination or expiration of the Agreement. If requested, Cornerstone will assist with such data retrieval at a scope and price to be agreed.

9. Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those Affiliates and subcontractors of Cornerstone providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

10. Intellectual Property. As between the parties, Cornerstone will and does retain all proprietary and intellectual property rights, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all proprietary and intellectual property rights, title and interest in and to Client Data and Client Content.

11. Indemnification.

- a) Indemnification by Cornerstone. Cornerstone agrees to indemnify, defend, and hold harmless Client from and against any and all Third Party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by Client which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by Client's authorized use of the Products. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of: (i) Client Data; (ii) Client Content; or (iii) unauthorized use and/or alteration of the Products by Client and/or its users.
- b) Indemnification by Client. Client agrees to indemnify, defend, and hold harmless Cornerstone from and against any and all Damages incurred or suffered by Cornerstone which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by Client Data or Client Content. The foregoing provisions of this section shall not be applicable to the extent the Damages relate to or arise from Cornerstone's use of Client Data or Client Content in violation of this Agreement.
- c) Indemnification Procedures. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
- d) Infringement Cures. Should the Products or any part thereof become, or in Cornerstone's reasonable opinion be likely to become, the subject of a claim for infringement of a third party intellectual property right, then Cornerstone may, at its sole option and expense: (i) procure for Client the right to use and access the infringing or potentially infringing item(s) of the Software free of any liability for infringement; or (ii) replace or modify the infringing or potentially infringing item(s) of the Software with a non-infringing substitute otherwise materially complying with the functionality of the replaced system.
- e) Exclusive Remedies. The remedies set forth in this section shall be exclusive with respect to any infringement claim hereunder.

12. Warranties. Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CORNERSTONE WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS, AND THAT THE SOFTWARE WILL PERFORM SUBSTANTIALLY IN MATERIAL ACCORDANCE WITH THE AGREEMENT AND APPLICABLE DOCUMENTATION PROVIDED BY CORNERSTONE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CORNERSTONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

13. Liability.

- a) Liability Cap. EXCEPT FOR (i) A PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS; (ii) BREACH BY CLIENT OF SECTION "CLIENT RESTRICTIONS"; (iii) A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO CORNERSTONE HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CORNERSTONE ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, PROVIDING REPLACEMENT SOFTWARE (EXCEPT AS SET FORTH IN SECTION "INFRINGEMENT CURES"), OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. Communications. Neither party shall issue any press release using the name of the other party as a customer or provider without the other party's consent.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regards to conflict of law principles. Cornerstone and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Los Angeles, and each of Cornerstone and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, sabotage, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts; Facsimile. This Agreement may be executed in any number of counterparts and in facsimile or electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. Orders and the schedules and exhibits hereto constitute a part hereof as though set forth in full herein. Purchase orders submitted by Client are for Client's internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force and effect. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- e) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- f) No Third Party Beneficiaries. The representations, warranties and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns, and shall not be construed as conferring any rights on any other persons.
- g) Statistical Data. Without limiting the confidentiality rights and intellectual property rights protections set forth in this Agreement, Cornerstone has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting Cornerstone from utilizing the Statistical Data for business and/or operating purposes, provided that Cornerstone does not share with any third party Statistical Data which reveals the identity of Client, Client's users, or Client's Confidential Information.
- h) Suggestions. Cornerstone shall have a royalty-free, worldwide, perpetual license to use or incorporate into the Products any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or its users relating to the operation of the Products.
- i) Responsibility for Third-Party Offerings. The Software may contain features capable of interoperating with third-party applications. To use such features, Client may be required to obtain access to such applications from a third-party provider. Cornerstone shall not be responsible for Client's access to, or operation of, third-party applications not offered or sold by Cornerstone to Client.
- j) Export Controls. Client understands that use of the Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including without limitation the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- k) Rule 10b-5 Limitations. Each party acknowledges that United States securities laws prohibit any person who has material, non-public information

about a publicly-traded company from purchasing or selling securities of such company, or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell securities of such company.

- l) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- m) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by facsimile, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of facsimile delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- n) Independent Contractors. Client and Cornerstone are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and Cornerstone. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- o) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
- p) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

16. Insurance.

- a) General Provisions. Prior to the Client's execution of this Agreement, Cornerstone shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein.
  - i) Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Cornerstone's indemnification obligations as outlined in Section 11 of this Agreement.
  - ii) Ratings. Any insurance policy or coverage provided by Cornerstone as required by this Agreement shall be deemed inadequate, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A- or higher and a Financial Class of VIII or higher.
  - iii) Cancellation. The policies shall not be canceled, without alternate commercially reasonable substitute, unless thirty (30) days' prior written notification of intended cancellation has been given to Client by certified or registered mail, postage prepaid.
- b) Workers' Compensation Insurance. By executing this Agreement, Cornerstone certifies that Cornerstone is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Cornerstone shall carry the insurance or provide for self-insurance required by California law to protect said Cornerstone from claims under the Workers' Compensation Act. Prior to Client's execution of this Agreement, Cornerstone shall provide Client with either 1) a certificate of insurance showing that such insurance is in effect, or that Cornerstone is self-insured for such coverage, or 2) a certified statement that Cornerstone has no employees, and acknowledging that if Cornerstone does employ any person, the necessary certificate of insurance will immediately be filed with Client.
- c) Commercial General Liability and Automobile Insurance. Prior to Client's execution of this Agreement, Cornerstone shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Cornerstone against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Cornerstone. The Client shall be named as additional insureds under the Cornerstone's insurance policies.

The Client, and its officers, employees and agents, shall be named as additional insureds under the Cornerstone's insurance policies.

Cornerstone's obligations hereunder have obtained insurance policies and coverages required by this section.

- i) Cornerstone's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.
  - ii) Cornerstone's automobile liability policy shall have a combined single limit in amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Cornerstone's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Cornerstone's performance of this Agreement.
  - iii) Prior to Client's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the Client evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be provided to Client and shall include the Client and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:
    - (1) The policy shall be endorsed to waive any right of subrogation against the Client and its sub-Cornerstone, employees, officers and agents for services performed under this Agreement.
    - (2) If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services or be renewed upon expiration for one year. The retroactive date of coverage must also be listed.
    - (3) The policy shall provided by Cornerstone will be considered primary and not contributory to any other insurance available to the Client and Endorsement No. CG 20010413 shall be provided to the Client.
  - iv) It is agreed that the City of Riverside, and its officers, employees and agents, are added as an additional insured under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.
  - v) The insurance policy or policies shall also comply with the following provisions:
    - (1) The policy shall be endorsed to waive any right of subrogation against the Client and its sub-Cornerstone, employees, officers and agents for services performed under this Agreement.
    - (2) If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services or be renewed upon expiration for one year. The retroactive date of coverage must also be listed.
    - (3) The policy shall provided by Cornerstone will be considered primary and not contributory to any other insurance available to the Client and Endorsement No. CG 20010413 shall be provided to the Client.
- d) Technology Professional Liability. Prior to Client's execution of this Agreement, Cornerstone shall maintain during the term of this Agreement technology errors and omissions professional liability insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate, to protect the Client from claims resulting from Cornerstone's performance of covered technology professional services as described specifically herein. Coverage shall include, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security subject to the terms, conditions, and exclusions of the policy.
- e) Network Security and Privacy Liability (Cyber Liability) Insurance. Prior to Client's execution of this Agreement, Cornerstone shall maintain during the term of this Agreement Network Security and Privacy Liability (Cyber Liability) insurance with limits not less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Cornerstone in this agreement and shall include, claims involving infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security.
- f) Subcontractors' Insurance. Cornerstone shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon Client's request, Cornerstone shall provide Client with satisfactory evidence that Subcontractors involved in the performance of



| Cornerstone OnDemand – ORDER                        |                                            |                       |                                        |
|-----------------------------------------------------|--------------------------------------------|-----------------------|----------------------------------------|
| Client Name ("Client"):                             | City of Riverside, CA                      |                       |                                        |
| Order Effective Date:                               | [Date of last signature below]             |                       |                                        |
| Master Agreement Effective Date:                    |                                            |                       |                                        |
| Is a new purchase order required for this purchase? | ("No," unless box is checked) [ ] Yes: PO# |                       |                                        |
| Order Start Date:                                   | 9/15/2017                                  | Order Term/ End Date: | 3 Years, plus 2 optional renewal years |

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement or similar name) by and between Client and Cornerstone OnDemand (the "Agreement"). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in 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.

| Product Name                                        | Start Date | End Date  | Max Quantity | Fee(s)      |
|-----------------------------------------------------|------------|-----------|--------------|-------------|
| Learning                                            | 3/15/2018  | 9/14/2018 | 653          | \$6,611.63  |
| Learning (Year 2)                                   | 9/15/2018  | 9/14/2019 | 653          | \$13,223.25 |
| Learning (Year 3)                                   | 9/15/2019  | 9/14/2020 | 653          | \$13,223.25 |
| Certifications                                      | 3/15/2018  | 9/14/2018 | 653          | \$0.00      |
| Certifications (Year 2)                             | 9/15/2018  | 9/14/2019 | 653          | \$0.00      |
| Certifications (Year 3)                             | 9/15/2019  | 9/14/2020 | 653          | \$0.00      |
| Unlimited Video Hosting and Delivery (Years 1 – 3)  | 3/15/2018  | 9/14/2020 | 1            | Included    |
| Adobe Connect Virtual ILT Integration (Years 1 – 3) | 3/15/2018  | 9/14/2020 | 1            | Included    |
| Professional Support Package (Years 1 – 3)          | 9/15/2017  | 9/14/2020 | 1            | Included    |
| Basic Training (Years 1 – 3)                        | 9/15/2017  | 9/14/2020 | 1            | Included    |
| Performance                                         | 9/15/2017  | 9/14/2018 | 653          | \$13,223.25 |
| Performance (Year 2)                                | 9/15/2018  | 9/14/2019 | 653          | \$13,223.25 |
| Performance (Year 3)                                | 9/15/2019  | 9/14/2020 | 653          | \$13,223.25 |
| Succession                                          | 9/15/2018  | 9/14/2019 | 653          | \$6,693.25  |
| Succession (Year 2)                                 | 9/15/2019  | 9/14/2020 | 653          | \$6,693.25  |

**YEAR 1 SUBTOTAL:** \$19,834.88

**YEAR 2 SUBTOTAL:** \$33,139.75

**YEAR 3 SUBTOTAL:** \$33,139.75

**One Time Fee(s)**

Services (see attached Statement of Work) \$68,740.00

**FIRST YEAR GRAND TOTAL:** **\$88,574.88**

The above purchase of Learning includes 2 Course Publisher License(s).

Annual fees are invoiced annually, beginning on the Start Date set forth above for the applicable module, through the Order End Date. If applicable, the final invoice for annual fees (except for eLearning content) will be prorated as follows: (total number of days in the prorated period / 365) x annual fee. One-time fees are invoiced on the Order Effective Date. See <http://www.cornerstoneondemand.com/support> for detailed support descriptions. Support package selected above applies to all subsequent Orders except where otherwise stated. Any amendments or addenda to this Order shall be subject to mutual written agreement of the parties.




\*Client has limited the participation of its employees under this agreement to the Riverside Public Utility (RPU) Department employees (currently estimated at 653 employees). Cornerstone OnDemand charges the City an annual subscription fee of \$50.75 per Subscriber for all modules listed above. Cornerstone OnDemand agrees that if the City's total number of Subscribers reaches or exceeds 2,000 Subscribers (including RPU employees), the annual subscription fee for all modules listed above (plus Onboarding) shall be decreased from \$50.75 per user to \$45.00 per user. Cornerstone will apply the decreased per user cost at the anniversary of the Order Effective Date following the City reaching or exceeding 2,000 Subscribers.

The implementation fee for the optional Onboarding module is an additional one-time fee of \$10,000.


Note: 12 Client attendees will be permitted to attend the 2-day onsite training.

Agreed and accepted:

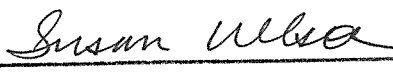
| Client     |  | Cornerstone OnDemand |                                                                                     |
|------------|--|----------------------|-------------------------------------------------------------------------------------|
| Signature: |  | Signature:           |  |
| Name:      |  | Name:                | Brian Swartz                                                                        |
| Title:     |  | Title:               | GC & SVP Administration                                                             |
| Date:      |  | Date:                | 8/18/17                                                                             |

CERTIFIED AS TO FUNDS AVAILABILITY:

BY:   
Chief Financial Officer/ City Treasurer

  
Brian Swartz  
CFO  
8/24/2017

APPROVED AS TO FORM:

BY:   
ASSISTANT CITY ATTORNEY



The following is a list of Cornerstone products. Only products expressly listed in the above table are included as part of this Order.

- Cornerstone Recruiting
  - Campus Recruiting
  - Selection
- Cornerstone Analytics
  - Insights
  - Planning
  - View
- Cornerstone HR
- Cornerstone Edge
- Cornerstone Onboarding
- Cornerstone Performance
- Cornerstone Compensation
- Cornerstone Succession
- Cornerstone Connect
- Cornerstone Learning
  - Certifications
  - Competencies
- Cornerstone Extended Enterprise
  - eCommerce
  - Certifications
  - Competencies
- Cornerstone for Salesforce
- Video Hosting and Delivery
- Content (Core, Gold, Gold Plus, Platinum Plus, other)
- Additional Language Packs
- Data Load Wizard
- Web Services





## STATEMENT OF WORK

### SCOPE OF SERVICES AND DELIVERABLES

#### Client Portal and Configuration Set Up

- Cornerstone will create and activate the Client portals (live, pilot, stage) with the URLs requested by the Client.
- Cornerstone will create Client Administrator user login and configure initial tasks including:
  - Configure default preferences
  - Create Organizational Unit structure
  - Configure initial security roles
  - Configure initial branding
  - Access to **The Cornerstone Success Center** providing access to training and product information
  - Access to **My Success Portal** providing access to Cornerstone product support teams and reporting of product issues
  - Activate licensed functionality
- Cornerstone will send client process questionnaire to client

#### Timeline and Delivery

- Upon completion of the Client portal and configuration set up tasks, Cornerstone will distribute all access credentials to the Client, which indicates the Client Portal systems are ready for use. Acceptance of these deliverables will be in accordance with the Agreement. Upon completion of the Client Portal and Configuration Set Up phase, the Software is ready for use by Client.

### PROJECT RESOURCES

The table below outlines recommended resources and time estimates for each phase. Time durations are estimates and may vary based on client requirement. Each phase may overlap and may require a shifting of hours among phases based on Client's processes. The project lifecycle may be repeated for each additional module.

| Phase               | Estimated Duration | Cornerstone Resources                                                                                        | Client Resources                                                                                                                                                  |
|---------------------|--------------------|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Build Prototype     | 2 Weeks            | <ul style="list-style-type: none"><li>• Implementation Consultant</li><li>• Integration Consultant</li></ul> | <ul style="list-style-type: none"><li>• Project Manager</li><li>• Business Process Owners</li><li>• Technical Resources</li><li>• System Administrators</li></ul> |
| Proof of Concept    | 2 Weeks            | <ul style="list-style-type: none"><li>• Implementation Consultant</li><li>• Integration Consultant</li></ul> | <ul style="list-style-type: none"><li>• Project Manager</li><li>• Business Process Owners</li><li>• Technical Resources</li><li>• System Administrators</li></ul> |
| Validate and Launch | 4 Weeks            | <ul style="list-style-type: none"><li>• Implementation Consultant</li><li>• Integration Consultant</li></ul> | <ul style="list-style-type: none"><li>• Project Manager</li><li>• Business Process Owners</li><li>• System Administrators</li><li>• Technical Resources</li></ul> |

## IMPLEMENTATION SERVICES AND ESTIMATED TIMELINE

The Scope of Services outlined below provides a breakdown of the key components of the Implementation Services and the corresponding deliverables to be provided by Cornerstone and Client.

| Phase                   | Cornerstone Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Client Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Build Prototype</b>  | <p><b>Week One:</b></p> <ul style="list-style-type: none"> <li>Collect any client process documentation (via completed process Questionnaire)</li> <li>Prepare prototype configuration of the Live portal based upon client response to process Questionnaire</li> <li>Project initiation call with client. Confirm project scope with client project team</li> <li>Identify and communicate to client the most important online courses for the project scope</li> <li>Create meeting schedule for project lifecycle</li> <li>Establish and document project controls and processes for status reporting, issue resolution, and risk management processes</li> <li>Schedule kickoff meeting</li> <li>Communicate requirement to complete Organizational Units, Security preferences and training</li> <li>Complete remote kick-off meeting</li> <li>Review technical projects in-scope</li> <li>Deliver technical projects questionnaires</li> <li>Deliver technical documentation (data design documents and templates)</li> <li>Implementation Consultant schedules and leads Organizational Unit Workshop</li> </ul> <p><b>Week Two:</b></p> <ul style="list-style-type: none"> <li>Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops</li> <li>Complete options for any additional training that has been purchased</li> <li>Review prototype with client</li> <li>Deliver client tool kit for success</li> </ul> | <p><b>Weeks One:</b></p> <ul style="list-style-type: none"> <li>Complete process questionnaire (if not already completed)</li> <li>Provide branding and marketing requirements (if not already provided through questionnaire)</li> <li>Deliver documented performance processes including process maps and supporting forms or documentation (if not already provided through questionnaire)</li> <li>Deliver documented succession processes including process maps and supporting forms or documentation (if not already provided through questionnaire)</li> <li>Deliver documented learning processes including approvals, evaluations, process maps and supporting forms or documentation (if not already provided through questionnaire)</li> <li>Provide external user approval workflows (if not already provided through questionnaire)</li> <li>Provide external training requirements (if not already provided through questionnaire)</li> <li>Client completes administrator training as prescribed in the training plan</li> <li>Participates in remote kick-off meeting</li> <li>Assemble project team</li> <li>Define measures of project success</li> <li>Attend technical project kickoff calls</li> <li>Provide organization chart(s) to assist in designing Organization Unit structure</li> <li>Provides sample user profile record and definition</li> <li>Client content provider listing and courses</li> <li>Provide use case scenarios to model recommended configuration</li> </ul> <p><b>Week Two:</b></p> <ul style="list-style-type: none"> <li>Attend remote sessions</li> <li>Confirm meeting schedule</li> <li>Take online training as needed</li> <li>Complete design specifications for technical projects in scope.</li> </ul> |
| <b>Proof of Concept</b> | <p><b>Week Three:</b></p> <ul style="list-style-type: none"> <li>Technical follow up meeting</li> <li>Prep work for Proof of Concept sessions</li> </ul> <p><b>Week Four:</b></p> <ul style="list-style-type: none"> <li>Conduct Proof of Concept sessions to review initial portal configuration</li> <li>Cornerstone will update live portal (if required) based on outputs from Proof of Concept Sessions</li> <li>Scope of updates will be limited to:</li> <li>Configure for <b>Learning Module</b> <ul style="list-style-type: none"> <li>Platform preferences, email triggers</li> <li>eLearning (SCORM/AICC) content load (1 course) and one (1) Level 1 evaluation</li> <li>One (1) instructor-led training example</li> <li>One (1) curriculum</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>Week Three:</b></p> <ul style="list-style-type: none"> <li>Attend remote sessions</li> <li>Complete administrator training as prescribed in the training plan</li> </ul> <p><b>Week Four:</b></p> <ul style="list-style-type: none"> <li>Attend Proof of Concept remote sessions</li> <li>Create customized acceptance test scripts</li> <li>Complete administrator training as prescribed in the training plan</li> <li>Complete setup in live portal including: <ul style="list-style-type: none"> <li>Global Configurations – emails triggers, security roles, welcome page, preferences</li> <li>Language translations, as necessary</li> <li>Configuration of additional client security roles</li> </ul> </li> <li><b>Performance Module</b> <ul style="list-style-type: none"> <li>Create goals, competencies, competency models, development plans, review questions, review templates, tasks</li> </ul> </li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

| Phase                        | Cornerstone Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Client Deliverables                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                              | <ul style="list-style-type: none"> <li>One (1) material</li> <li>One (1) video</li> <li>One (1) proxy enrollment</li> <li>One (1) test</li> <li>One (1) training request form</li> <li>One (1) approval workflow</li> <li>Configure for <b>Performance Module</b> <ul style="list-style-type: none"> <li>Platform preferences, one (1) development plan template, one (1) review template, one (1) task</li> </ul> </li> <li>Configure sample data in pilot portal for <b>Succession Module</b> <ul style="list-style-type: none"> <li>Create one (1) succession metric for succession plans, one (1) succession template, one (1) task</li> </ul> </li> <li>Deliver sample test scripts</li> <li>Submit request for Client Success Manager</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <ul style="list-style-type: none"> <li><b>Succession Module</b> <ul style="list-style-type: none"> <li>Create succession metrics for succession plans, succession templates and tasks</li> <li>Create career center preferences and data for resumes, questions, and location bank</li> </ul> </li> <li>Complete and implement technical projects in scope.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Validate &amp; Launch</b> | <p><b>Week Five:</b></p> <ul style="list-style-type: none"> <li>Schedule copy down from live to pilot to copy above configuration to pilot prior to commencement of UAT</li> <li>Copy pilot to stage if you need to preserve Historic Data</li> <li>Discuss User Acceptance Testing including test scripts and participants</li> <li>Schedule daily User Acceptance Testing touch base to solution review open issues with client (include Client Success Manager)</li> <li>Solidify configuration with client in preparation for User Acceptance Testing in pilot</li> <li>Complete technical projects in scope</li> </ul> <p><b>Week Six through Seven:</b></p> <ul style="list-style-type: none"> <li>Daily User Acceptance Testing touch base to review open testing issues with client (include Client Success Manager)</li> <li>Triage (categorize and prioritize) reported issues and address prior to go-live</li> <li>Finalize integration projects in production</li> <li>Support Client during testing and validation</li> </ul> <p><b>Week Eight:</b></p> <ul style="list-style-type: none"> <li>Complete Client Success Manager handoff</li> <li>Technical Projects</li> <li>Copy down executed to pilot (If necessary can do copy over from pilot to stage prior to Live Copy Down)</li> <li>Obtain named care admins from client</li> <li>Support Client during testing and validation</li> <li>SOW Review with Client Success Manager</li> <li>Close out any open issues/items for Go Live</li> <li>Client Go-Live</li> <li>Discuss post live survey with client</li> <li>Schedule and execute final Historical Data Loads</li> <li>Conduct project close out</li> </ul> | <p><b>Week Five:</b></p> <ul style="list-style-type: none"> <li>Attend follow-up remote sessions</li> <li>Attend User Acceptance Testing prep meetings</li> <li>Create and complete user acceptance test scripts</li> </ul> <p><b>Week Six through Seven:</b></p> <ul style="list-style-type: none"> <li>Attend all User Acceptance Testing calls</li> <li>Review UAT feedback with Implementation team</li> <li>Make corrections or configuration changes based on UAT findings in Live portal</li> <li>Test system interfaces end-to-end</li> <li>Populate specific test data like tasks and users</li> <li>Create and complete client-specific test assessment template</li> </ul> <p><b>Week Eight:</b></p> <ul style="list-style-type: none"> <li>Attend Client Success Manager transition meeting</li> <li>Client makes configuration adjustments on Pilot and Live portals</li> <li>Update Live portal configuration based on testing feedback</li> <li>Post Live issue remediation (partner with Client Success Manager to assist)</li> <li>Client Go-Live</li> </ul> |



## TECHNICAL PROJECTS AND EDUCATIONAL SERVICES SCOPE

### Custom Login Page (CLP)

#### Brief Summary

Create a Custom Login Page, in a single Corporate language, following Client's design and layout according to Cornerstone-provided design guidelines and templates.

#### Tasks

- Cornerstone: Provide Client with Cornerstone's Custom Login Page design templates
- Cornerstone: Lead Client in Custom Login Page design workshops to review Custom Login Page process
- Client: Create Custom Login design based on Cornerstone's Custom Login Page design templates
- Cornerstone: Create Custom Login Page in stage per Client's design
- Client: Review and indicate corrections to errors detected in stage portal
- Cornerstone: Reload corrected Custom Login Page as necessary in stage portal
- Client: Review and approve Custom Login Page loaded to stage portal
- Cornerstone: Load Custom Login Page on pilot and live portals

#### Assumptions

- Utilizes Cornerstone Custom Login Page design document template
- Client will provide written sign off on the Custom Login Page on the stage portal, which will be used as approval to push the Custom Login Page to pilot and live portals
- Client may ask for one (1) iteration of the Custom Login Page once the Custom Login Page is deployed on stage portal
- Any changes requested subsequent to the approval of the Custom Login Page on the stage portal will require creation of a change request document. Change requests are reviewed and could result in additional charges to Client.

### Welcome Page—Template Design Package

#### Brief Summary

One Welcome page will be created and set up in the clients portal within the following parameters and scope:

- Choice of one of the standard template designs
- Choice of color
- Client logo, graphic and text for template – client may provide one graphic or select from stock photo site graphics
- Choice of predesigned widget boxes
- Choice of standard button styles
- Choice of standard button icons
- All needed work to create the Welcome page including HTML coding for links will be completed by CSOD. Links must exist in client portal to enable linking from Welcome Page.

There is one initial consulting session with client to determine choices and layout and one client review cycle of the Welcome Page after the initial mock-up is presented. Client will be able to review and confirm changes were made appropriately. CSOD will create the page in the client's test portal or test division. Client will be able to review the page once it is created in the portal for the second review cycle and confirm changes were made appropriately. Additional review cycles or updates to the Welcome Page at a later time may incur additional cost.

The project will begin (kickoff date) when the client's live portal is fully configured related to functionality for the Welcome Page and delivered within 10 business days assuming a 2 day client review cycle. If client requires additional review time or multiple reviews, deliverable date will be based on the additional review time required. Maximum time for entire project cycle is 30 business days from project start date (kickoff date) and Cornerstone reserves the right to request final approval on design, code page in clients portal of choice and close project 30 business days after project start date.

Client will provide CSOD a system admin ID in their live or pilot portal to create the Welcome Page and will provide a single point of contact for questions related to the specifics to be used in the Welcome Page and for signoff for the review cycle.



## Welcome Page—Template Design Package

NOTE – Any stock photos, buttons or other graphics used for the Welcome Page can be used only for use within this specific Welcome page and may not be reutilized or redistributed in any other manner..

## Inbound Data Feed – User/Organizational Unit (IDF User/OU)

### Brief Summary

Integration with data from a single source Client system enabling automated maintenance of user and organizational units (OU) via a scheduled Inbound Data Feed (IDF) of the following data sets:

- User Profile
- Organizational Unit (OU)

### Tasks

- Cornerstone: Provide Client with the Cornerstone standard Inbound Data Feed of User/OU (IDF User/OU) design document and template
- Cornerstone: Lead Client in IDF User/OU workshop to review data feed process and support the functional decisions of Client
- Cornerstone: Create IDF User/OU design document for Client
- Client: Sign off on IDF User/OU design document
- Client: Load files on pilot FTP folder for load, complying with Cornerstone's formatting requirements
- Cornerstone: Schedule IDF User/OU to run in pilot portal on a regular basis to allow testing by Client
- Cornerstone: Email the pilot portal IDF User/OU log file to identify load errors, after each load attempt
- Client: Review, update, and sign off the IDF User/OU process in pilot portal
- Client: Load files on live FTP folder for load, complying with Cornerstone's formatting requirements
- Cornerstone: Schedule and automate IDF User/OU in live portal
- Cornerstone: Email the live IDF User/OU log file to identify load errors, after each load attempt
- Client: Review, update, and sign off on the IDF User/OU process in live portal

### Assumptions

- Client utilizes Cornerstone standard IDF User/OU design document and template for all data types
- Client is responsible for uniquely identifying records across all data types
- All data records referencing user data are by user's unique identifier value (UserID)
- Client has skilled software resources that can extract data from source systems and transform data to the format(s) defined by the approved IDF design document
- Client will perform all data file consolidations necessary and provide data files in formats defined in the approved IDF User/OU design document. All mandatory data fields must be populated for all records
- Client is responsible for properly validating data and identifying any errors prior to signing off on feed in live portal
- Client acknowledges that once the design document is approved, any changes or modifications to the work, scope, or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to Client
- Any changes following Client signoff will require a work order or SOW submission

## Outbound Data Feed – Performance (ODFP)

### Brief Summary

A scheduled Outbound Data Feed (ODF) to Client FTP account (on Cornerstone's FTP server) of the following data sets:

- Performance review scores

### Tasks

- Cornerstone: Provide Client with the Cornerstone standard ODF design document template
- Cornerstone: Lead Client in ODF workshops to review data process and support the functional decisions of the Client

## Outbound Data Feed – Performance (ODFP)

- Cornerstone: Create ODF design document for Client
- Client: Sign-off on ODF design document
- Cornerstone: Schedules ODF to run in pilot portal on a regular basis to allow testing by Client
- Client: Process data file from FTP server into target system
- Client: Review and identify any errors detected in the ODF process
- Cornerstone: Produce corrected files as necessary in pilot portal (up-to 3 iterations per data type)
- Client: Review and approve ODF in pilot portal
- Cornerstone: Schedule and automate ODF in live portal based on Client's request

### Assumptions

- Utilizes Cornerstone standard ODF design document template for all data types
- Cornerstone and Client will validate/iterate the data file(s) up to 3 times
- 3-iterations of exports are for the purposes of correcting errors and all 3 may not be required
- Client has skilled software resources that can process data into target system
- Client will perform all data file parsing, if necessary, to distribute data to multiple target systems
- Client is responsible for properly validating ODF and identifying any errors prior to signing-off on feed in live portal
- Client acknowledges that once the design document is approved, any changes or modifications to the work scope or the feed will require creation of a change request document. Change requests are reviewed and could result in additional charges to the Client
- Any changes following Client sign-off will require a work order or SOW submission

## Historical Data Load – Learning (HDLL)

### Brief Summary

Migration of learning system data from legacy system to the Cornerstone portal. Migrated data includes the following data types:

- User transcript-centric records and supporting SCORM/AICC e-learning, event / session, external training, materials, curriculum (transcript only)

### Tasks

- Cornerstone: Provide Client with the Cornerstone standard data design document template
- Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
- Cornerstone: Create data design document for Client
- Client: Sign off on data design document
- Client: Prepare files per approved data design template provided by Cornerstone
- Cornerstone: Load files into the pilot portal system
- Client: Review and correct any errors detected in the data load process
- Cornerstone: Reload corrected files as necessary in pilot portal (up to three (3) iterations per data type)
- Client: Review and approve data loaded to pilot portal
- Cornerstone: Load data on live portal

### Assumptions

- Utilizes Cornerstone data design template
- All data loads referencing user data does so by a common unique identifier
- Client is responsible for providing unique records per data type
- Client has the ability to transform data to the format(s) defined by the Cornerstone data design template
- Client has skilled software resources that can extract master data from source systems
- Client will perform all data file consolidations by data type defined above
- Maximum of three (3) iterations of loads by data type for the purpose of correcting errors

## Master Data Load – Learning (MDLL)

### Brief Summary

Migration of master system data to the Cornerstone portal. Migrated data includes the following data types:

- E-learning courses in SCORM or AICC format only: up to a maximum of 1,000 courses
- Materials (documents including .pdf, .docx, .xlsx, .pptx; other assets including .bmp, .jpg, .gif, .m4a, .mp3, .wma, .wav, .mid, .avi, .mpeg, .m4v, .swf; or URLs), including up to a maximum of 1,000 materials
- Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, .m4v format or URL from YouTube), including up to a maximum of 1,000 videos
- Questions and exams, including up to a maximum of 1,000 questions and up to a maximum of 300 exams

### Tasks

- Cornerstone: Provide Client with the Cornerstone standard data design document template
- Cornerstone: Lead Client in data loading workshops to review data load process and support the functional decisions of Client
- Cornerstone: Create data design document for Client
- Client: Sign off on data design document
- Client: Prepare files for loading by Cornerstone integration consultant
- Cornerstone: Load files into the pilot portal system
- Client: Review and correct any errors detected in the upload process
- Cornerstone: Reload corrected files as necessary in pilot portal (maximum of three (3) iterations per data type)
- Client: Review and approve data loaded to pilot portal
- Cornerstone: Load data on live portal

### Assumptions

- Utilize Cornerstone standard data design document template for all data types
- E-learning courses are published in the SCORM 1.2, v2004, or AICC 3.5 format standards only
- All data records referencing user data does so by user's unique identifier value (UserID)
- Client is responsible for uniquely identifying records across all data types
- Client has skilled software resources that can extract master data from source systems
- Client has the ability to transform data to the format(s) defined by Client-approved data design document
- Client will perform all data file consolidations necessary by data type defined above
- Maximum of three (3) iterations of loads by data type for the purposes of correcting errors

## Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0

### Brief Summary

- Cornerstone to provide support on one of the following Single Sign On (SSO) integration from and outsider portal to Client's Cornerstone Portal:
- AES Encrypted
- SAML 1.1
- SAML 2.0

### Tasks

- Cornerstone: Provide Client with the Cornerstone SSO Technical Documentation
- Cornerstone: Lead the Client in SSO workshops to review SSO process and support the functional decisions of the Client
- AES Encrypted Single Sign On (SSO)
  - Cornerstone: Provide sample code for Pilot Portal and Live Portal to deploy the AES SSO
  - Cornerstone: Provide the AES end point URLs to the Client
  - Client: Populate, encrypt and post the token as per Cornerstone requirements
  - Client: Deploy, test and sign off the AES Encrypted SSO in Pilot Portal
  - Client: Deploy, test and sign off the AES Encrypted SSO in Live Portal
- SAML V 1.1 OR SAML 2.0 Single Sign On (SSO)



## Single Sign On (SSO) – AES Encrypted, SAML 1.1, or SAML 2.0

- o Client: Provide:
  - Base64 encoded – X.509 public Certificate (.crt, .cer)
  - Base64 encoded sample SAML Response Assertion (.txt)
- o Cornerstone: Configure Client's Pilot Portal with SSO SAML 1.1 OR 2.0
- o Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Pilot Portal
- o Cornerstone: Configure Client's Live Portal with SSO SAML 1.1 OR 2.0
- o Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Live Portal

### Assumptions

- Client utilizes Cornerstone standard SSO Design Specifications and complies to Cornerstone requirements to integrate AES Encrypted SSO, SAML 1.1 SSO, or SAML 2.0 SSO only.
- Any other type of Single Sign On Solution Integration other than the above mentioned items is outside the scope of this project and considered a custom Single Sign On Solution. Client is responsible to make sure User Identification values (UserID, Username OR Email address) are unique and matching existing users in the CSOD portal
- AES Encrypted Single Sign On (SSO)
- Client has skilled software resources (Java or .Net programming) available who can establish an AES Encrypted SSO protocol and configure authentication to support CSOD's AES Encrypted SSO
- Client has skilled software resources available who can establish an SSO SAML protocol and configure authentication to support Cornerstone's SSO SAML V1.1 OR 2.0
- SAML V 1.1 OR 2.0 Single Sign On (SSO)
- Client will transfer the Assertion and Certification files to Cornerstone as per Cornerstone requirements defined on design specification document and will only transfer them through FTP folder (not email)
- The assertion is signed using an X.509 certificate, sha1RSA algorithm and is Base64 encoded
- Client acknowledges that once the design document is approved, any changes or modifications to the work scope will require creation of a Change Request document. Change requests are reviewed and could result in additional charges to the Client
- Any changes following Client signoff will require a Work Order or SOW submission

## Standard Two Day System Admin Training – Onsite

### Brief Summary

Cornerstone will provide a private, two-day onsite training for Client System Administrators. Clients will select their own topics for their training from our Training Options Menu.

### Tasks

- Cornerstone will conduct two full days of training (eight hour day with a one hour lunch break).
- The Client will select specific topics to include in the training agenda from an options menu.
- The Training will enable the administrators and super users to make informed configuration decisions.
- Training demonstrations and interactive hands-on activities and exercises are conducted from a Training Portal with full functionality enabled. Training is not customized to client's processes and configuration, nor taught from any of the client's portals.
- Trainer will help the Client "bridge the gap" between Cornerstone training portal and client scenarios.

### Assumptions

- The Client will provide an appropriate room for the training to be conducted. The participants will require their own workstations with internet access. The training consultant will bring their own laptop but will need to connect to the internet and to a projector client provides.
- Webcasts cannot be conducted simultaneously with live onsite training.
- Training agenda may be altered by the trainer as needed.
- Training will be delivered in English unless specified in advance.
- Training sessions may not be recorded.

**Price is a group rate with up to 12 participants**



## Edge: Adobe Connect – Meeting Room or Seminar Room

### Brief Summary – Meeting Room

Use interactive and collaborative virtual meetings to engage and inspire. Adobe Connect Meeting Room integrates with Cornerstone for meetings that can host up to 100 meeting participants. The integration gives users the ability to execute on all phases of meeting setup and execution from within Cornerstone's Learning Management System (LMS). This VILT integration allows LMS administrators to add instructors, create and manage sessions, and even track attendance, all from within Cornerstone. When it's time to launch their Adobe Connect session, instructors and attendees can launch from within Cornerstone directly in to Adobe Connect.

### Brief Summary – Seminar Room

Extend the reach and scope of Cornerstone's LMS and deliver high-impact sessions to large volumes of participants with The Cornerstone Virtual Instructor Led Training (VILT) Integration with Adobe Connect Seminar Room. This integration allows for seamless creation of virtual meetings from within Cornerstone Learning using the Adobe Connect API. This VILT integration allows LMS administrators to add instructors, create and manage sessions all from within Cornerstone. When it's time to launch their Adobe Connect session, instructors and attendees can launch from within Cornerstone directly in to Adobe Connect.

### Pre-Requisites

1. Cornerstone Learning
2. Adobe Connect Meeting Room OR
3. Adobe Connect Seminar Room

### Tasks

1. CSOD enables integration in client portal. Client configures and enables integration using Edge.

### Required Vendor Information

2. Admin Username
3. Admin Password
4. Adobe Endpoint



## TIMELINE AND DELIVERY

The parties agree to initiate the project within two weeks of the Order Effective Date.

The Implementation Services set forth and described in this Statement of Work will take eight (8) weeks in duration to complete per module. The Services will be performed remotely by Cornerstone, except for any on-site Services so expressly identified herein.

The Services will be performed for the below flat fee(s).

Changes to the scope of this Statement of Work and/or Client delays will require a change order, and may result in additional expense.

Client and Cornerstone will create the project plan to meet this completion date during the Initiate phase. Client and Cornerstone agree to provide the necessary resources to complete all of the deliverables as per the agreed project plan.

| Project Components                                         |             | Investments        |
|------------------------------------------------------------|-------------|--------------------|
| <b>Implementation Services</b>                             |             | <b>\$58,240.00</b> |
| Learning Implementation - Small Enterprise                 | SVCSIMP0120 | included           |
| Certification Management Implementation - Small Enterprise | SVCSIMP0136 | included           |
| System Readiness Setup                                     | SVCSIMP0001 | included           |
| Succession Management Implementation - Small Enterprise    | SVCSIMP0128 | included           |
| Performance Implementation - Small Enterprise              | SVCSIMP0122 | included           |
| <b>Advisory Services</b>                                   |             |                    |
| Travel and Expenses                                        | SVCSBUS0099 | included           |
| <b>Technical Services</b>                                  |             |                    |
| Historical Data Load - Learning (HDLL)                     | SVCSTEC0101 | included           |
| Master Data Load - Learning (MDLL)                         | SVCSTEC0009 | included           |
| Single Sign On - Standard (SSO)                            | SVCSTEC0021 | included           |
| Custom Login Page (CLP)                                    | SVCSTEC0003 | included           |
| Inbound Data Feed - OU/Users (IDF)                         | SVCSTEC0006 | included           |
| Welcome Page Template Design Package                       | SVCSTEC0027 | included           |
| Adobe Connect Virtual ILT Integration Services             | SVCSTEC0210 | included           |
| Outbound Data Feed - Performance (ODFP)                    | SVCSTEC0016 | included           |
| <b>Cornerstone Training delivered by Cornerstone U</b>     |             |                    |
| Standard Two Day System Admin Training - Onsite            | SVCSADS0019 | \$10,500.00        |
| <b>Total Service Investment</b>                            |             | <b>\$68,740.00</b> |



The end of the Implementation Services is defined as the completion of the above Cornerstone deliverables as outlined under the Implementation Services section of this document. Acceptance of the deliverables will be in accordance with the Agreement.

## ASSUMPTIONS AND CLIENT OBLIGATIONS

- In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the necessary resources to fulfill the obligations listed below:

### Project Specific

- Select and assign knowledgeable, empowered Implementation team including the following roles, which may overlap:
  - Business Process Owner for Learning Management System (aka, the Decision Maker)
  - Lead Cornerstone System Administrator
  - Project Manager of the Cornerstone implementation
  - HRIS Technical Administrator (Optional, depending on data requirements and extraction capabilities)
  - Executive Stakeholder (Optional)
- Begin going through kick-off documentation in the Client Success Center
- Empower team to make real-time decisions regarding configuration and business process functions during the project.
- Ensure project team attendance and active participation during all phases of the Implementation project.
- Client will ensure the requisite training has been completed prior to the start of UAT.
- Formally accept (sign-off) all key deliverables and implementation services per the Agreement.
- Manage Client project staffing and milestones through Cornerstone provided work plan, and ensure completion of Client project deliverables.
- Attend and participate in implementation sessions.
- Provide a primary point of contact for Cornerstone during and after the implementation.
- Ensure proper change management communication to end-users during implementation in preparation for rollout.
- The project will be conducted remotely
- Cornerstone and Client agree that changes to key members of implementation team or significant changes in business requirements or decisions, in each case by Client, that cause delays in the project timeline may require a change order to this Statement of Work documenting such changes and the pricing impact, if any, to the original project scope.
- Client is solely responsible for testing all processes during the UAT phase
- Client will utilize the Cornerstone course publisher to upload online content to the portal. All Client content is SCORM v1.2 or AICC v3.5 compliant
- Client is solely responsible for testing (Tracking, Completion, etc.) all content loaded to the Cornerstone portal.
- Any technical integration or service, historical data load, master data load, or data migration not expressly listed in this Statement of Work with an accompanying price will be scoped as a separate work effort and is not included in the scope of this document.
- Requests for application code changes are out of scope
- Retire Client pilot portal within 60 days after implementation; stage and live portals to remain for the term
- Additional contracts may be required to utilize third party (non-Cornerstone OnDemand services and integrations such as job board aggregation, video interview, background screening, employee eligibility and citizenship.
- Except where otherwise stated or agreed by the parties, Cornerstone's obligation to perform the Services set forth herein expires at the earlier of: (i) acceptance of the Service by Client; (ii) Twelve months from the purchase date.