Exhibit 2

CT 1010FY22000000000015

COUNTY of VENTURA

COUNTY OF VENTURA CONTRACT # 8756

CONTRACT

This Contract is hereby entered into by and between the County of Ventura (hereinafter, "County"), and Cornerstone OnDemand Inc., (hereinafter, "Contractor") (collectively, parties.).

WITNESSETH

WHEREAS, pursuant to subsection 3.f. of County of Ventura Ordinance No. 4084, the Purchasing Agent of the County of Ventura ("County") has the authority to contract with independent contractors to perform services for the County, with or without the furnishing of material; and

WHEREAS, a proposal from Contractor and received by the County was determined to best meet the County's needs; and

WHEREAS, the County, would like Contractor to provide Software as a Service (SAAS) delivered Learning and Certification Management System.

WHEREAS, the terms and conditions set forth in Exhibit A and B will constitute and become part of this Contract ;

THEREFORE, in consideration of the provisions and conditions recited below, the parties agree as follows:

1.   SCOPE OF WORK

     Contractor will perform all services and provide all software to County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A," which is incorporated herein by reference, including implementation that materially meets all terms, conditions, and specifications hereunder.

2.   COMPENSATION

     For services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," payment shall be made on presentation of three copies of an invoice to the County in the amount and in the manner specified in Exhibit "A."

3.   PERFORMANCE PERIOD

     The Contractor shall provide the services for conversion, implementation, support and training for the Learning and Certification Management System as set forth herein, and in the manner specified in Exhibit "A."

4.   TERM

     The term of this Contract will commence on July 1, 2022 and be in effect through June 30, 2027, unless earlier terminated pursuant to the terms and conditions set forth herein. This

COUNTY *of* **VENTURA**

Contract may, upon mutual agreement, be extended for two additional one (1) year periods. Any increase in rate not to exceed 3% annually for the same or substantially the same (or more) products, services and/or users.

Where so expressly stated, time is of the essence in the performance of this contract.

Continuation of the contract is subject to appropriation of funds for such purpose by the County's Board of Supervisor. If funds to effect such continued payment are not appropriated, County may terminate this project and Contractor will relieve the County of any further obligation hereunder.

5. <u>SITE PREPARATION</u>

   THIS SECTION INTENTIONALLY LEFT BLANK

6. <u>INSTALLATION AND DELIVERY DATES</u>

   a. The Contractor shall provide access to the system listed in Exhibit "A" ready for use within two (2) business days following the Effective Date.

7. <u>ACCEPTANCE TESTING</u>

   a. When Contractor notifies County that a given project has been completed, County 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 County rejects implementation services performed by Contractor and gives Contractor written notice of any material defects in the implementation, Contractor will attempt to cure such material defects within thirty (30) days of receipt of notice thereof (the "First Cure Period"). After the First Cure Period, County will re-test the implementation. If material defects still exist following the re-testing, the above process shall be repeated (the "Second Cure Period"). In the event that, following the First Cure Period and Second Cure Period, the implementation still has not been performed in substantial and material accordance with the applicable Statement of Work, County shall be entitled to either (i) send a notice of material objections to Contractor requesting remedy of the reported errors or (ii) reject the Implementation, in which case County may terminate the Implementation order and the Software module to which the Implementation relates and receive a refund for fees associated with such Software module. If County uses the implemented Software in a live environment for a total of sixty (60) days, then the project will be deemed accepted.

8. <u>TRAINING</u>

COUNTY of VENTURA

The Contractor agrees to provide informal, "hands-on" instruction to mutually agree upon County personnel in the operation of the software, at no additional charge to the County, at mutually agreeable times prior to, or subsequent to, system installation, for purposes of familiarization with all system operation.

9. DOCUMENTATION

The Contractor agrees to provide to the County, at no additional charge, proprietary manuals and other printed materials, and up-dated versions thereof, which are necessary or useful to the County in its use of the system to be supplied hereunder. County may make copies of the Documentation as needed.

10. WARRANTY

Notwithstanding the manufacturer's system warranties as applicable, the Contractor shall warrant that all system supplied hereunder shall function in accordance with its published specifications for 1 (ONE) YEAR from date the County accepts the equipment. During such warranty period, all hardware/software repairs or deficiencies noted by the County shall be reported to the Contractor for resolve without any charge whatsoever to the County following the guidelines within the Cornerstone Service Level Agreement attached as Exhibit "C," which is incorporated herein by reference. Warranty period shall have optional one-year renewal terms subject to all the terms and conditions set forth herein, upon written approval by each party.

11. PATENT AND COPYRIGHT PROTECTION

The Contractor, at its own expense, shall defend any action brought against the County to the extent that such action is based upon a claim that the system supplied by the Contractor, or the operation of such system of Contractor-supplied operating software, infringes any patent or copyright.

The Contractor shall pay those costs and damages finally awarded against the County in any such action. Such defense and payment shall be conditioned on the following:

a. That the Contractor shall be notified within a reasonable time, in writing, by the County (or any other party) of any notice of such claim against the County; and,

b. That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided that the County and shall bear no costs or have to make any payment pursuant thereto with their written approval thereof.

Should the system, or the operation thereof, become, or in the Contractor's opinion be likely to become, the subject of a claim of infringement of any patent or copyright, the County shall permit the Contractor at its option and expense either to procure for the County the right to continue using the system, or to replace or modify the same so that it becomes non-infringing.

COUNTY of VENTURA

If the return of such infringing system makes the retention of other items of system acquired from the Contractor under this contract impractical, the Contractor shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such system and refund any sums the County has prepaid Contractor less a pro-rated amount for the County's use or damage caused by the County's personnel. Such indemnity by the Contractor as to use of such system shall not apply to any infringement arising out of (alone or in combination with County systems) where such infringement would not have occurred in the normal use for which the Contractors system was developed.

12. <u>DATE COMPLIANCE</u>

Contractor shall warrant and represent that its hardware, software, firmware products delivered or services provided under this Contract shall be able to accurately process date data (including, but not limited to calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, including leap year calculations. Also, the supplier represents and warrants that all date calculations will be recognized and accommodated and will not in any way, result in hardware, software or firmware failure.

The County, at its sole option, may require the Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained in this paragraph 12. Contractor shall remedy any breach of this warranty. Remedies available to the County under this warranty shall include repair or replacement of any component or deliverable product within sixty (60) calendar days after non-compliance is discovered and made known to Contractor in writing. The obligations contained herein apply to products provided by the Contractor r, its sub-contractor or any third party involved in the creation of the products to be delivered to the County under this Contract. Failure to comply with any of the obligations contained herein, may result in the County availing itself of all its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.

Date compliance problems shall not be considered an act of God.

13. <u>TITLE TO EQUIPMENT</u>

THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

14. <u>FORCE MAJEURE</u>

Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party.

Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.

COUNTY *of* **VENTURA**

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

15. <u>HOLD HARMLESS</u>

Subject to the terms of this Contract, the Contractor will indemnify, defend and hold harmless the County from any and all liability for any loss, damage, or injury to persons or property arising from or related to the Contractor's performance of this Contract, including without limitation all Consequential damages.

16. <u>INSURANCE PROVISIONS</u>

A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this contract the following types of insurance:

1. Commercial General Liability "occurrence" coverage in the minimum amount of $1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and $2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and $100,000 fire legal liability.

2. Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of $1,000,000.

3. Cyber Liability/Security & Privacy coverage in the minimum amount of $1,000,000 each occurrence and $2,000,000 aggregate.

B) All insurance required to be maintained by Contractor under this Contract will be primary coverage and any insurance or self-insurance maintained by County will be excess of Contractor's insurance coverage and will not contribute to it.

C) COUNTY is to be notified within a reasonable time period if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.

D) The County of Ventura, its boards, agencies, departments, offices, employees, agents and volunteers are to be named as Additional Insured as respects work done by CONTRACTOR under the terms of this contract on all policies required (except Workers' Compensation).

E) CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by CONTRACTOR under the terms of this contract.

COUNTY of VENTURA

F) Policies will not be canceled, non renewed or reduced in scope of coverage until after thirty (30) days' written notice has been given to COUNTY's Risk Management Division.

G) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsements.
3. Thirty (30) Days' Notice Cancellation Clause endorsement

Failure to provide these documents will be grounds for immediate termination or suspension of this contract.

17.   TAXES

The County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The County will only pay for any State or local sales or use taxes on the services rendered or equipment, parts supplied to the County pursuant to this contract.

18.   INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and no relationship of employer and employee is created by this Contract. Neither Contractor nor any of the persons performing services for Contractor pursuant to this Contract, whether said person be a member, partner, employee, subcontractor or otherwise of Contractor, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or other employee benefits of any kind.

19.   **THIS PARAGRAPH INTENTIONALLY LEFT BLANK.**

20.   CONTRACT MONITORING

The County shall have the right to request reports on the review the work being performed by the Contractor under this Contract at any time during County's usual working hours. Review, checking, approval or other action by the County shall not

COUNTY *of* **VENTURA**

relieve Contractor of Contractor's responsibility for the accuracy and completeness of the work performed under this Contract. This Contract shall be administered by the County's contract administrator or its authorized representative.

21.   EQUAL OPPORTUNITY

Contractor will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, gender or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

22.   INVESTIGATION AND RESEARCH

Each Party by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this contract is to be based upon the mutual representation and warranties set forth herein.

23.   TERMINATION FOR CAUSE BY CUSTOMER

County may terminate this contract upon written notice:

In the event of Contractor material breaches the Contract and such breach continues after twenty (20) business days (or such longer period as may be necessary to remedy the failure if the failure is not reasonably susceptible of being remedied within such period) after written notice given by County to Contractor specifying with reasonable particularity the nature of such breach and requiring the same to be remedied.

24.   TERMINATION WITHOUT CAUSE BY CUSTOMER

Prior to each annual contract date, County may terminate this contract at any time, with or without cause, upon providing sixty (60) days' advance written notice of termination to Contractor.

25.   ADDENDA

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation which are mutually agreed upon by and between County and Contractor, shall be effective when incorporated in written amendments to this Contract .

26.   CONFIDENTIALITY

COUNTY *of* **VENTURA**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Contractor under this contract which County requests to be kept as confidential shall not be made available to any individual or organization by Contractor without the prior written approval of the County except as authorized by law.

Contractor shall insure that such confidential information shall be kept confidential by its employees and/or independent subcontractors.

27. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

28. NOTICES

All notices required under this agreement shall be made in writing and addressed or delivered as follows:

TO COUNTY-

COUNTY OF VENTURA	and	COUNTY OF VENTURA
PROCUREMENT SERVICES		COUNTY EXECUTIVE OFFICE
800 SOUTH VICTORIA AVE.		800 SOUTH VICTORIA AVENUE
VENTURA, CA 93009-1080		VENTURA, CA 93009-1940

TO CONTRACTOR-

CORNERSTONE ONDEMAND INC.
1601 CLOVERFIELD BOULEVARD SUITE 600 South
SANTA MONICA, CA 90404
ATTN : GENERAL COUNSEL

Either party may, by written notice to the other, change its address for purposes of notices under this contract.

29. GOVERNING LAW

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the internal laws of the State of California.

30. SEVERABILITY OF CONTRACT

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

31. CUMULATIVE REMEDIES

COUNTY of VENTURA

The exercise or failure to exercise of legal rights and remedies by the County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract .

32.   COMPLIANCE WITH LAWS

Each party to this Contract will comply with all applicable laws to which each is subject.

33.   COUNTY DATA

County shall own all right, title and interest in, and to, all data that are entered by County into the System. County will bear sole responsibility for the accuracy, quality, legality and intellectual property rights for County Data. County will be entitled to immediate possession of, and Contractor will furnish access on request, all County Data gathered or computed by County for this County prior to any termination.

Upon request by County made before or within fourteen (14) (or longer if the County so requests in writing prior to expiration/termination of the Master Agreement) days after the effective date of the expiration or termination of this Contract, Contractor will make available to County for a complete and secure (i.e., encrypted and appropriately authenticated) download file of County Data in the same format in which it was input into the system and, where applicable, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. Contractor will be available throughout this period to answer questions about data schema, transformations, and other elements required to fully understand and utilize County's Data file. After such period, Contractor and its hosted service provider shall have no obligation to maintain or provide any County Data and shall thereafter, unless legally prohibited, delete in such a manner as prevents recovery through normal/laboratory means all County Data in its systems or otherwise in its possession or under its control.

Contractor will use best efforts to provide protection using current technological standards to protect County Data against unauthorized disclosure or use.

In the event of any loss or damage to County Data, County's sole and exclusive remedy shall be for Contractor to use reasonable commercial endeavors to restore the lost or damaged County Data from the latest back-up of such County Data maintained by Contractor. Contractor shall not be responsible for any loss, destruction, alteration or disclosure of County Data caused by any third party (except those third parties subcontracted by Contractor to perform services related to County Data maintenance and back-up).

34.   MERGER CLAUSE; AMENDMENTS; AMBIGUITIES

This Contract and the following documents, which are incorporated into this contract by reference, hereto constitute the final expression of the agreement of the parties and together supersede any and all other agreements or contracts, either oral or written, between Contractor and the County, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect

COUNTY *of* **VENTURA**

to the services required hereunder. Contractor acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those embodied in the written terms of this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representatives of both parties.

Any ambiguity or inconsistency shall be resolved by reference to the following documents, in the following order of priority:

1) The Contract
2) Exhibits "A", "B" and "C"

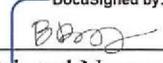IN WITNESS WHEREOF, the parties hereto have executed this contract.

COUNTY OF VENTURA   CORNERSTONE ONDEMAND INC.

Authorized Signature   Authorized Signature
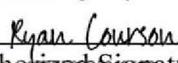
_____ Julie Miller   DocuSigned by:
Printed Name   _____
                                                 Printed Name

Principal Buyer   Vice President
Title   Title

June 3, 2022   June 3, 2022
Date   Date

                                                 DocuSigned by:
                                                 Ryan Courson
                                                 Authorized Signature

                                                 Ryan Courson
                                                 Printed Name

                                                 CFO
                                                 Title

                                                 June 3, 2022
                                                 Date

                                                 13-4068197
                                                 Tax Identification Number

COUNTY of VENTURA

* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY of VENTURA

EXHIBIT A

Cornerstone OnDemand – ORDER	
Client Name ("**Client**")	**County of Ventura, CA**
Order Start Date	7/1/2022
Order End Date	6/30/2027
Is a *new* purchase order required for this purchase?*	("No," unless box is checked) [ ]Yes: PO#
Primary Client Contact	Betsy Swanson-Hollinger / betsy.swansonhollinger@ventura.org / +1 805-654-2313
Client Address (Ship To)	County of Ventura, CA 800 S. Victoria Ave., Ventura, California, 93009, United States
Primary Billing (Invoice) Contact	Betsy Swanson-Hollinger / betsy.swansonhollinger@ventura.org / +1 805-654-2313
Client Billing (Invoice) Address	County of Ventura, CA 800 S. Victoria Ave., Ventura, California, 93009, United States

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

Product(s)

Product	Period 7/1/2022 - 6/30/2027	
	Qty	Annual Fee
Cornerstone Learning	4,200	$98,700.00
Unlimited Video Hosting and Delivery	1	$0.00
Edge Import	1	$7,500.00
Single Sign On - Standard (SSO) Connector	1	$5,575.00
Choice Customer Success Package	1	$9,325.00
Annual Subtotal		USD 121,100.00
		One Time Fee(s)
SERVICES (see attached Statement of Work)		USD 0.00
First Year Grand Total		USD 121,100.00

Special Terms

Client agrees to an annual not to exceed 3.00% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange, except for Content purchases, Cornerstone agrees never to increase such prices beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Invoicing Schedule

COUNTY of VENTURA

Payment terms for this Order shall be net 30 days.

Annual Fees are invoiced annually, beginning on the Order Start Date(s), through the Order End Date(s). If applicable, the final invoice for annual fees will be prorated. One-time fees are invoiced on the Order Start Date(s).
Except as otherwise expressly set forth herein, all purchases are non-cancelable and non-refundable.
Fees are exclusive of applicable sales, use, VAT, GST, digital tax, DST and other taxes and are net of withholding taxes.

Product Details

Cornerstone Learning includes:
- Learner Home
- Curricula
- Certifications
- Assignment
- Instructor Led Training
- Catalog Management
- Observation Checklists
- Skills Matrix
- Connect

Choice Package:
New Functionality Readiness and Adoption – *adopt and drive usage of new features*
Optimization and Curation – *keep your system relevant and easy to use, increase adoption and build competencies*
S.O.S. (Sustain Our System) – *get help with tasks and on-boarding new admins, and tune up your reports*
Education – *an efficient way to learn Cornerstone products, features and functions*
Customer Success – *proactive, strategic guidance and support to make the most of your investment*
Technical Support – *enhanced support and issue resolution*
Customer Community – *access self-help tools, connect with peers and stay up to speed on what's new*
Product Collaboration and Engagement – *have a voice in the future of Cornerstone*

See https://www.cornerstoneondemand.com/support/choice for detailed support descriptions.

Terms and Conditions

This Order is hereby incorporated into and made part of the parties' Contract If the term of the Contract is set to expire prior to the end of the Order Term, the term of the Contract is hereby extended through the end of the Order Term for the purposes of this Order.

COUNTY *of* **VENTURA**

Agreed and accepted:

Client		Cornerstone OnDemand, Inc.	
Signature:	*Julie Miller*	Signature:	*BDsO*
Name:	Julie Miller	Name:	Barbara DaSilva
Title:	Principal Buyer	Title:	Vice President
Date:	June 3, 2022	Date:	June 3, 2022

Order Validation
OV

STATEMENT OF WORK

SCOPE OF SERVICES AND DELIVERABLES

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	• Implementation Consultant • Integration Consultant	• Project Manager • Business Process Owners • Technical Resources • System Administrators
Proof of Concept	2 Weeks	• Implementation Consultant • Integration Consultant •	• Project Manager • Business Process Owners • Technical Resources • System Administrators
Validate and Launch	4 Weeks	• Implementation Consultant • Integration Consultant	• Project Manager • Business Process Owners • System Administrators • Technical Resources

COUNTY of VENTURA

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
Build Prototype	**Week One:** • Collect any client process documentation (via completed process Questionnaire) • Prepare prototype configuration of the Live portal based upon client response to process Questionnaire • Project initiation call with client. Confirm project scope with client project team • Identify and communicate to client the most important online courses for the project scope • Create meeting schedule for project lifecycle • Establish and document project controls and processes for status reporting, issue resolution, and risk management processes • Schedule kickoff meeting • Communicate requirement to complete Organizational Units, Security preferences and training • Complete remote kick-off meeting • Review technical projects in-scope • Deliver technical projects questionnaires • Deliver technical documentation (data design documents and templates) • Implementation Consultant schedules and leads Organizational Unit Workshop **Week Two:** • Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops • Complete options for any additional training that has been purchased • Review prototype with client • Deliver client tool kit for success	**Weeks One:** • Complete process questionnaire (if not already completed) • Provide branding and marketing requirements (if not already provided through questionnaire) • Deliver documented learning processes including approvals, evaluations, process maps and supporting forms or documentation (if not already provided through questionnaire) • Provide external user approval workflows (if not already provided through questionnaire) • Provide external training requirements (if not already provided through questionnaire) • Client completes administrator training as prescribed in the training plan • Participates in remote kick-off meeting • Assemble project team • Define measures of project success • Attend technical project kickoff calls • Provide organization chart(s) to assist in designing Organization Unit structure • Provides sample user profile record and definition • Client content provider listing and courses • Provide use case scenarios to model recommended configuration **Week Two:** • Attend remote sessions • Confirm meeting schedule • Take online training as needed • Complete design specifications for technical projects in scope.

Proof of Concept	**Week Three:**
	• Technical follow up meeting
	• Prep work for Proof of Concept sessions
	Week Four:
	• Conduct Proof of Concept sessions to review initial portal configuration
	• Cornerstone will update live portal (if required) based on outputs from Proof of Concept Sessions
	• Scope of updates will be limited to :
	• Configure for **Learning**
	
	   ○ Platform preferences, email triggers
	   ○ eLearning (SCORM/AICC) content load (1 course) and one (1) Level 1 evaluation
		Week Three:
		• Attend remote sessions
		• Complete administrator training as prescribed in the training plan
		Week Four:
		• Attend Proof of Concept remote sessions
		• Create customized acceptance test scripts
		• Complete administrator training as prescribed in the training plan
		• Complete setup in live portal including:
		
		   ○ Observation Checklists, Skills, Catalog Management
		   ○ Global Configurations – emails triggers, security roles, welcome page, preferences

Phase	Cornerstone Deliverables	Client Deliverables
	○ One (1) instructor-led training example ○ One (1) curriculum ○ One (1) material ○ One (1) video ○ Catalog Management ○ One (1) skill ○ One (1) proxy enrollment ○ One (1) Observation Checklist ○ One (1) test ○ One (1) training request form ○ One (1) approval workflow - Deliver sample test scripts - Submit request for Client Success Manager	○ Language translations, as necessary ○ Configuration of additional client security roles **Learning** ○ Load eLearning course content and materials ○ Load all required documents including curriculums, test and evaluations, Instructor Led Training events and sessions, instructors, facilities, and certifications ○ Test content launching, tracking, and completion - Complete and implement technical projects in scope.
Validate & Launch	**Week Five:** - Schedule copy down from live to pilot to copy above configuration to pilot prior to commencement of UAT - Copy pilot to stage if you need to preserve Historic Data - Discuss User Acceptance Testing including test scripts and participants - Schedule daily User Acceptance Testing touch base to solution review open issues with client (include Client Success Manager) - Solidify configuration with client in preparation for User Acceptance Testing in pilot - Complete technical projects in scope: **Week Six through Seven:** - Daily User Acceptance Testing touch base to review open testing issues with client (include Client Success Manager) - Triage (categorize and prioritize) reported issues and address prior to go-live - Finalize integration projects in production - Support Client during testing and validation **Week Eight:** - Complete Client Success Manager handoff - Technical Projects - Copy down executed to pilot (Can do copy over from pilot to stage prior to Live Copy Down if needed) - Obtain named care admins from client - Support Client during testing and validation - SOW Review with Client Success Manager - Close out any open issues/items for Go Live - Client Go-Live - Discuss post live survey with client - Schedule and execute final Historical Data Loads - Conduct project close out	**Week Five:** - Attend follow-up remote sessions - Attend User Acceptance Testing prep meetings - Create and complete user acceptance test scripts **Week Six through Seven:** - Attend all User Acceptance Testing calls - Review UAT feedback with Implementation team - Make corrections or configuration changes based on UAT findings in Live portal - Test system interfaces end-to-end - Populate specific test data like tasks and users - Create and complete client-specific test assessment template **Week Eight:** - Attend Client Success Manager transition meeting - Client makes configuration adjustments on Pilot and Live portals - Update Live portal configuration based on testing feedback - Post Live issue remediation (partner with Client Success Manager to assist) - Client Go-Live

Additional Services

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
- Responsive Custom Login Page design is in scope utilizing only Cornerstone's default login page. Background image, logo image, button color, and minor text changes are acceptable.
- Responsive design outside of Cornerstone's default Custom Login Page requires additional scope and will result in additional charges to the client.
- 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. Implementation Consultant schedules and leads Organizational Unit Workshop

---

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 with responsive design features 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

Welcome Page—Template Design Package

(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.

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.

Edge Import

Brief Summary
Integration with Client systems enabling automated maintenance of the following data sets: Client User Accounts and Organizational Units (OUs), historical LMS user transcript records, learning objects and material files.
Tasks
Cornerstone: Enable Edge Import in client portals
Cornerstone: Lead the client in a design workshop to review the data feed design process and supports the design decision process of the client
Client: Prepares files for load
Cornerstone: Guides client on loading files into the Pilot Portal Client:
Reviews and corrects any errors detected in the load process   Client:
Reviews and approves data load on Pilot
Client: Loads data to Live using Edge Import tool
Assumptions
Utilizes Cornerstone standard Data feed specifications as designed for the Edge Import. Client
has the ability to extract and transform source data to the Design Specifications format. Client   has
the ability to configure file transfers of data to Cornerstone

Historical Data Load – Learning (HDLL)

Brief Summary
Migration of learner transcript records (historical user training records) from legacy system to the Cornerstone portal. Migrated data includes   the following data types:
- User transcript records for E-learning, ILT (events/sessions), external training, materials, curricula, tests (related Learning content must already be created by Client in the system, or must have been loaded by a previous MDLL project)

Tasks
- Cornerstone: Lead Client in data loading workshop to review project scope, review data load process and timeline, and provide any clarifications needed in the understanding of the Cornerstone file format documentation provided to Client
- Cornerstone: Develop project plan of deliverables and associated timeline
- Client: Sign off on project plan and scope
- Client: Prepare full file set for load to Pilot. This can be a subset of records for each data file however full or at least representative files are highly recommended to catch any data quality issues early. Client will provide data in Cornerstone required format.
- Client: Provide data files via Cornerstone FTP.
- Cornerstone: Load full set of files into the Pilot portal
- Client: Validates Pilot data load via spot checking of records and reporting
- Client: Review and sign off on Pilot data
- Client: Provide full set of Production files
- Cornerstone: Load full set of files into Production portal
- Client: Validates "Production" data load via spot checking of records and reporting
- Client: Review and sign off on Production data

Assumptions
- All references to users should do so by a common unique identifier which is supported and will be loaded to Cornerstone (i.e., common employee ID) and user exists in the portal prior to load

Historical Data Load – Learning (HDLL)

- Client is responsible for providing unique records per data type
- Client is responsible for extracting data from source system(s)
- Client will confirm full set of data types to be loaded upfront. Any additional data types identified after the initial Pilot load will be subject to re-scoping and/or change request and may result in a new project.
- All data / files to be loaded must be made available on the Cornerstone FTP prior to the load starting. Files uploaded after the load has commenced will be treated as an additional load and counted as an additional iteration
- The HDLL project is limited to loading a maximum of 6 data files (one for each data type listed above – Client must consolidate all files of the same data type from different source systems) – up to 1,000,000 records in total across all data types
- Maximum of four (4) total iterations: Pilot (3); Production (1). Additional iterations will be subject to re-scoping or change request and may result in a new project. Delta loads are not in scope of this project
- Data/file format must stay the same for files provided for Pilot and Production loads

Custom MDL Project

Brief Summary:
This is to provide additional client support for to our standard MDL process. DXC will provide additional support on all MDL SOW call outs that are the clients responsibility.
Migration of master Learning data to the Cornerstone portal. Migrated data includes the following data types:
- Launchable items – up to a maximum of 6,000 items across all of the launchable item data types below:
    - E-learning courses in SCORM or AICC format (up to 3 GB size in total across all E-learning courses)
    - Materials (documents .pdf, .docx, .xlsx, .pptx, .bmp, .jpg, .gif, .m4a, .mp3, .wma, .wav, .mid, .avi, .mpeg, .m4v, .swf, or URLs), includes the current version only.
    - Videos as learning objects (.mpg, .mpeg, .wmv, .flv, .mp4, .m4v format or URL from YouTube)
- Non-launchable items:
    - Questions and exams, including up to a maximum of 1,000 questions and up to a maximum of 300 exams
- Events and sessions, including up to a maximum of 1,000 events and up to a maximum of 100,000 sessions metadata

Tasks:
- DXC: Lead Client in data loading workshop to review project scope, review data load process and timeline, and provide any clarifications needed in the understanding of the Cornerstone file format documentation provided to Client.
- DXC: Develop project plan of deliverables and associated timeline
- Client: Sign off on project plan and scope
- DXC to assist Client: Prepare full file set for load to Pilot. This can be a subset of records for each data file however full or at least representative files are highly recommended to catch any data quality issues early. Client along with DXC will provide data in Cornerstone required format.
- DXC to assist Client: Provide data files via Cornerstone FTP
- DXC: Load full set of files into the Pilot portal
- DXC to assist Client: Validates data load in "Pilot" via spot checking of records and reporting
- Client: Review and sign off on Pilot load
- DXC to assist Client: Provide full set of Production data files via Cornerstone FTP
- DXC: Load full set of files into Production portal
- Client: Validates "Production" data load via spot checking of records and reporting
- Client: Review and sign off on Production data

Assumptions:
- E-learning courses are published in the SCORM 1.2, v2004, or AICC 3.5 format standards only. Online courses which are not compatible with the supported standards will be rejected. No Content transformation services are included
- Client is responsible for providing unique identifiers for all records across all data types and according to the specified Cornerstone formatting rules
- DXC will assist Client is responsible for extracting data and content from source system(s).
- All data / files to be loaded must be made available on the Cornerstone FTP prior to the load starting. Files uploaded after the load has commenced will be treated as an additional load and counted as an additional iteration
- The MDLL project is limited to loading a maximum of 5 data files (one for each data type listed above – Client must consolidate all files of the same data type from different source systems)
- Maximum of four (4) total iterations: Pilot (3); Production (1). Additional iterations will be subject to re-scoping or change request and may result in a new project. Delta loads are not in scope of this project
- Data/file format must stay the same for files provided for Pilot and Production loads

---

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) **Assumptions**

  o Cornerstone: Provide sample code for Pilot Portal and Live Portal to deploy the AES SSO
  o Cornerstone: Provide the AES end point URLs to the Client
  o Client: Populate, encrypt and post the token as per Cornerstone requirements
  o Client: Deploy, test and sign off the AES Encrypted SSO in Pilot Portal
  o 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)

  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

---

Pre-implementation Process Workshop

Brief Summary
Cornerstone will provide up to 8 hours of process review work based on Clients documented process, to align the Client to CSOD best practice process and Points of View (POV), and to call-out any variations in their 'to be' process

Tasks

- Pre-workshop (up to 2hrs): CSOD consultant conducts review of Clients 'to be' process documentation, and preparation for workshop
- Workshop (up to 6hrs): CSOD conducts Client walk through of the 'to be' process maps for priority/primary user community and contrast to key features/functions with Client's representatives.

Assumptions
- The pre-implementation process workshop will be completed prior to the start of the scheduled Now or Realise module implementation

---

Pre-implementation Process Workshop

and at mutually agreeable dates(s) and time(s)
- The pre-implementation process workshop will cover the single module to be implemented for the priority/primary user community
- Selection of Now or Realize module implementation slots in the published timetable should consider the dependency of the preimplementation process workshop
- Client will make up to four (4) representatives (typically Subject Matter Experts/Process Owners/System Administrators) available to actively participate in the Workshop sessions. Representatives should be empowered to make lasting real-time decisions on behalf of the Client. Two of the representatives should be the nominated participants for the Now! or Realise module implementation
- The pre-implementation process workshop will be conducted entirely remotely via web meetings, or a mix of remotely and visit to Client premises. If delivered entirely remotely the workshop will be split into 3 x 2hr web meetings. If a mix, then the pre-workshop activity will be remote and the workshop will be delivered in a single visit
- All travel related expenses for on-site visits/activities are the responsibility of the Client
- The pre-implementation process workshop is intended as an opportunity to verbally communicate and align ahead of the Now or Realise module implementation. There are no deliverables following the workshop. For example, CSOD will not document new processes etc. on behalf of the Client.

Post-implementation Consulting Support

Brief Summary
Cornerstone will provide up to 8 hours of Implementation Consulting support after completion of the Now or Realize module implementation. The Post-implementation Consulting Support will be delivered entirely remotely via pre-scheduled web meetings and over two calendar weeks and is intended to provide Clients with rapid response to issues experienced in the days immediately following completion of implementation.

Tasks
- Client: Records and reports items for review in project log
- Cornerstone: Implementation Consultant reviews project log daily and triages, investigates and identifies resolution path for each item and records in the project log (up to 5hrs)
- Cornerstone: Implementation Consultant conducts 3 x 30min remote sessions per calendar week (up to 3hrs) to discuss newly reported and closed items with Client
- Client: Actively participates in 3 x 30min remote sessions per calendar week (up to 3hrs) to discuss newly report and closed items with Implementation Consultant and then takes further action as needed

Assumptions
- The post-implementation consulting support will be consumed after completion of the scheduled Now or Realise module implementation and at mutually agreeable dates and times
- Consumption of the post-implementation consulting support service is linked with the module implementation and so consideration should be given to aligning this with the selection of Now or Realise module implementation slots in the published timetable
- The Client will make available up to two representatives available for the remote sessions. Representatives should be the nominated participants of the Now or Realise module implementation
- The post-implementation consulting support sessions are intended as an opportunity to verbally communicate on items recorded in the project log. There are no deliverables following the session. For example CSOD will not amend the configuration of update documented processes, training guides etc. on behalf of the Client
- This is in addition to the Intensive Go Live support provided by Cornerstone Client Success Management and ongoing help provided by Global Product Support teams

---

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.
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), plus reimbursement of pre-approved travel expenses for on-site activities. All travel shall adhere to County of Ventura Admin Manual.

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
Implementation Services			**$0.00**
Learning Implementation - Small Enterprise	SVCSIMP0120		Included
Advisory Services			**$0.00**
Consulting - Edge Import	SVCSBUS0161		Included
Consulting - Single Sign On - Standard (SSO) Connector	SVCSBUS0135		Included
Pre-Implementation Process Workshop	SVCSBUS0147		Included
Post-implementation Consulting Support	SVCSBUS0146		Included
Technical Services			**$0.00**
Historical Data Load - Learning (HDLL)	SVCSTEC0101		Included
Master Data Load - Learning (MDLL)	SVCSTEC0009		Included
Custom Login Page (CLP)	SVCSTEC0003		Included
Welcome Page Template Design Package	SVCSTEC0027		Included
	Total Service Investment		**$0.00**

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:

- 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.
- 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. Change orders are reviewed and may result in additional charges.

- Client is solely responsible for testing all processes during the UAT phase
- Client will utilize the Cornerstone content loader to upload online content to the portal. All Client content is SCORM v1.2, SCORM 2004, xAPI 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
- 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.

EXHIBIT B

Contractor Terms of Use

The following terms and conditions shall apply to Cornerstone's software-as-a-service and related offerings and shall supersede any other terms and conditions in the Contract concerning the topics addressed herein.

1. <u>Definitions.</u>
    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 quantities set forth in the respective Order(s).
    b) **"Client"** means County of Ventura.
    c) **"Client Content"** means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, documents, or URLs created and/or introduced by Client or its Affiliates that reside in the Software.
    d) **"Client Data"** means proprietary or personal data regarding Client, its Affiliates, or any of their users which is uploaded to the Software pursuant to this Agreement.
    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.
    f) **"Cornerstone"** means Cornerstone OnDemand, Inc.
    g) **"Order"** means a purchase made by Client hereunder in a schedule, statement of work, addendum, or amendment signed by both parties.
    h) **"Service"** means any service rendered by Cornerstone specifically to Client, including, but not limited to: (i) hosting and making available the Software; (ii) hosting, delivery, and/or distribution of eLearning content; and/or (iii) provision of customer and/or technical support for the Software.
    i) **"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 and eLearning content provided by Cornerstone-contracted third parties.
2. <u>Restrictions.</u> The Software may be used only for Client's and its Affiliates' own lawful business purposes. Client shall not: (i) use or deploy the Software in violation of applicable laws or this Agreement; (ii) resell any Software or Service except through Extended Enterprise transactions/registrations; (iii) create any derivative works based upon the Software; (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 any Software or Service available to any unauthorized parties; or (vi) release the results of benchmark tests or other comparisons of any Software or Service 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.
3. <u>Services.</u> At the end of a given project, 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. Any of the following shall be deemed acceptance of a project: (i) failure to provide written notice of objections to Cornerstone within thirty (30) days of project completion; or (ii) with respect to an Implementation, use of the implemented Product in a live environment for a total of thirty (30) days.
4. <u>Support.</u> 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 description (i.e., not all Active Users) who have completed the requisite training 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 result in denial of service (DoS) 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 restore service.
5. <u>Termination.</u> Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, 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. Immediately following termination of this Agreement, Client shall cease using all Products. Client may retrieve Client Data on its own without assistance from Cornerstone at any time prior to termination or expiration of the Agreement. to If requested, Cornerstone will assist with such data retrieval at a scope and price to be agreed. to . Cornerstone will maintain a copy of Client Data for no more than six (6) months following termination of the Agreement, after which time any Client Data not retrieved will be destroyed.
6. <u>Confidentiality.</u> 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 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; <u>provided, however,</u> that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

7. Intellectual Property. As between the parties, Cornerstone will and does retain all intellectual and proprietary rights, title and interest in and to the Products. Client retains all ownership rights to Client Data and Client Content.

8. Warranty Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THE AGREEMENT, CORNERSTONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

9. Liability.

   a) 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, 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.

10. Miscellaneous Provisions.

   a) 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.

   b) Assignment. Either 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.

   c) 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.

   d) 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.

   e) 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.

   f) Third-Party Applications and Service Providers.

      i) External Applications. The Software may contain features capable of interoperating with third-party applications not offered by Cornerstone ("External 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, External Applications.

      ii) Embedded Applications. Cornerstone may offer or sell certain third-party applications embedded within the Software, which meet security, privacy, and/or support standards that differ from those set forth in the Agreement ("Embedded Applications"). Use of Embedded Applications is optional, and Client may deactivate Embedded Applications in its Software portal at any time. A list of Embedded Applications, including information relevant thereto, is available upon request.

      iii) Service Providers. Cornerstone offers a certification program to certify third-party service providers that implement, configure, and/or administer Software ("Certified Consultants"). A list of Certified Consultants is available upon request. Client may not permit any non-Certified Consultant to implement, configure, and/or administer Software. None of the warranties or support obligations hereunder shall apply to any Software implemented, configured, or administered by any non-Certified Consultant.

EXHIBIT C

SERVICE LEVEL AGREEMENT (STANDARD)

This Service Level Agreement is subject to the terms and conditions of Client's Contract with Cornerstone (the "Agreement"), and does not become operative until Client has signed off on Implementation, training is completed for all products purchased, and Client's portal is live on Cornerstone's production environment. For clarity, this Service Level Agreement applies only to "live" portals.

DEFECTS

A "Defect" is a technical defect with the Cornerstone application and/or those portions of software integrations within Cornerstone's control. Defects fall into two general categories: major (Severity 1 and Severity 2) and minor (Severity 3). The "Severity" of a Defect is determined by Cornerstone, subject to the following definitions and parameters.

Major Defects

- **Severity 1 (S1):** A Defect that results in at least one of the following: (i) the Cornerstone URL produces no results, or (ii) Client's authorized users cannot log in to Cornerstone's application after repeated attempts. "Severity 1" does not include downtime for maintenance.

- **Severity 2 (S2):** A Defect that results in any of the following: (i) an entire application module (e.g., Learning Cloud, Performance Cloud, Extended Enterprise Cloud, etc.) is inaccessible; (ii) no course is being delivered; (iii) no queue will process any transactions; (iv) no report within the application produces any data or the data has not been refreshed in fewer than twenty-four (24) hours; or (v) no tasks will launch.

	S1	S2
Initial Notification	One (1) hour via an Incident Report	
Status Updates	Every two (2) hours until resolution or as indicated in the Incident Report	
Resolution	Twelve (12) hours	Twenty-four (24) hours

Remedy	In the event that Cornerstone has not complied with its "Resolution" obligations set forth above, then, for each calendar day (or portion thereof) that Cornerstone has not so complied, Client shall be entitled, as its sole and exclusive remedy therefor, to a credit against Client's next invoice equal to 1/365th of the annual fees for the affected Software set forth in the Agreement.

Minor Defects

- **Severity 3 (S3):**   A Defect in one or more application features.

For "Severity 3" Defects, Client determines its priority in having the Defect resolved (i.e., Priority 1 (P1), Priority 2 (P2), or Priority 3 (P3)). Any issue not clearly labeled "Priority 1" or "Priority 2" by Client at the time of initial submission will be deemed a "Priority 3" issue.

As a guideline, below are some examples of the three priority levels:

- **Priority 1** = A prominent feature I routinely use that is important to my business, where multiple users are prevented from progressing with important tasks. There is no work-around. "I get mad whenever I think about it not working." *An example: The submit button on a task is greyed out and a user cannot submit a performance review.*

- **Priority 2** = A feature that is annoying when it doesn't work, but multiple users are not prevented from progressing with important tasks. A work-around exists. "I get annoyed but can deal with it not working." *An example: Users' transcripts do not accurately reflect course completions. A temporary work-around is available via Cornerstone manually running reports for the client to access this data.*

- **Priority 3** = A feature issue that is neither Priority 1 nor Priority 2, including without limitation, cosmetic issues with the application. "I can deal with it." *An example: An image is scaled too large on certain printed transcripts.*

	S3/P1	S3/P2	S3/P3
Case Generation		Upon submission	
Status Updates		Available 24/7 via self-service portal.	

Resolution	Thirty (30) calendar days	Sixty (60) calendar days	Within a reasonable time period
Remedy	In the event that Cornerstone has not complied with its "Resolution" obligations for S3/P1 and S3/P2 set forth above, then Client shall give Cornerstone prompt, written notice of such non-compliance. If, after five (5) business days from receipt of such notice of non-compliance, Cornerstone still has not resolved the problem, then Client shall be entitled, as its sole and exclusive remedy therefor, to a one-time credit against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.	N/A

UPGRADE/DOWNGRADE OF PRIORITY LEVEL

If, during the case submission process, Cornerstone reasonably determines the issue either warrants assignment of a higher priority level than currently assigned or no longer warrants the priority level currently assigned based on its current impact on the production operation of application, then the priority level will be upgraded or downgraded accordingly to the priority level that most appropriately reflects its current impact.

GENERAL QUERIES

Cornerstone endeavors to respond to all general queries about the application within one (1) business day.

OFFLINE PLAYER SUPPORT

For Offline Player, Cornerstone support is limited to **troubleshooting one model PC in the client's environment that meets the minimum technical requirements specified by Cornerstone** (available in the Cornerstone Success Center). It is the responsibility of the primary administrator to ensure all other machines in their environment conform to the model PC requirements. Should the client desire troubleshooting assistance with issues other than on the model PC, Cornerstone may be available to provide support services for an additional fee.

Cornerstone will periodically release new versions of Offline Player. Accordingly, technical support will be available for the then-current version and immediately prior version only. In addition, if a code change is required to resolve the issue, the client may be required to upgrade to the then-current version of Offline Player. The primary administrator is responsible for ensuring that the Offline Player is kept up-to-date, including applying available software updates.

The client agrees to provide WebEx access (or other means of remote diagnostics) to the model PC upon request to aid troubleshoot efforts.

SOFTWARE AVAILABILITY

Cornerstone will provide at least 99.5% availability per calendar month to Software (excluding reasonable and scheduled maintenance periods, which usually occur at or after 5:30pm US Pacific Standard Time on Fridays). In the event that Cornerstone has not complied with this Software availability obligation, then, for each 0.3% (or portion thereof) of availability below 99.5%, Client will be entitled, as its sole and exclusive remedy therefor, to a credit against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.

To claim a credit, Client must submit a credit request within thirty (30) days of the event giving rise to a credit. Upon receiving the request, Cornerstone shall have five (5) business days to respond.