

## EXHIBIT A ORDER

Client Name ("Client"):	City of Columbus, OH		
Order Effective Date:	[Date of the last signature below]		
Master Agreement Effective Date:			
Is a new purchase order required for this purchase?	("No," unless box is checked) <input type="checkbox"/> Yes: PO# _____		
<b>Order Start Date:</b>	Order Effective Date	<b>Order Term/ End Date:</b>	3 years from effective date

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) 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 SUBSCRIPTIONS (purchased if checked)		Subscribers / Active Users (except where otherwise stated)	Annual Fee
<b>RECRUITING</b>	<input type="checkbox"/> Recruiting <input type="checkbox"/> Campus Recruiting		
<b>ONBOARDING</b>	<input type="checkbox"/> Onboarding		
<b>PERFORMANCE</b>	<input type="checkbox"/> Performance		
<b>COMPENSATION</b>	<input type="checkbox"/> Compensation		
<b>SUCCESSION</b>	<input type="checkbox"/> Succession		
<b>CONNECT</b>	<input type="checkbox"/> Connect		
<b>LEARNING</b>	<input checked="" type="checkbox"/> Learning	1,300	\$32,500
	<input checked="" type="checkbox"/> Certifications	1,300	
	<input type="checkbox"/> Competencies		
	<input type="checkbox"/> Extended Enterprise <input type="checkbox"/> eCommerce <input type="checkbox"/> Certifications <input type="checkbox"/> Competencies		
	<input type="checkbox"/> Cornerstone for Salesforce*		
Support Package: <input checked="" type="checkbox"/> Professional <input type="checkbox"/> Professional Plus <input type="checkbox"/> Premier <input type="checkbox"/> Premier Plus		N/A	Included
<input checked="" type="checkbox"/> Administrator Training Package		10	\$1,750
<input checked="" type="checkbox"/> Course Publisher (if Learning is purchased)		2	Included
<input type="checkbox"/> Content Delivery			
Content: <input type="checkbox"/> Core <input type="checkbox"/> Gold <input type="checkbox"/> Gold Plus <input type="checkbox"/> Platinum Plus <input type="checkbox"/> Other			
<input type="checkbox"/> Additional Language Packs			
<input checked="" type="checkbox"/> Data Load Wizard		1	\$5,000
<input type="checkbox"/> Web Services			
<b>ANNUAL FEE SUBTOTAL</b>			\$39,250
<b>ONE-TIME SERVICES (purchased if checked)</b>			<b>One-time Fee</b>
___ VSP hours (may be applied toward any future Service (except for Consulting) purchased within 1 year of the Order Effective Date, after which unused hours expire without refund)			
<input checked="" type="checkbox"/> Services (see attached Statement of Work)			\$95,660
<b>FIRST YEAR GRAND TOTAL</b>			<b>\$134,910</b>

Annual fees are invoiced annually, beginning on the Order Start Date, 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 Start Date. See <http://www.cornerstoneondemand.com/support> for detailed support descriptions. Support package selected above applies to all subsequent Orders except where otherwise stated.

*\*If the "Cornerstone for Salesforce" box on this page is checked, Client acknowledges that Cornerstone does not support, and service levels do not apply to, customized code. Cornerstone for Salesforce purchases are subject to the Cornerstone for Salesforce Terms and Conditions located at: <http://www.cornerstoneondemand.com/sites/default/files/cfs/CFS-Rider-to-CSOD-Agreements-2013-08-26.pdf>.*

Agreed and accepted:

Client		Cornerstone OnDemand	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

## Cornerstone OnDemand – ORDER

### IMPLEMENTATION STATEMENT OF WORK

#### 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
- 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

#### Timeline and Delivery

Upon completion of the Client portal and configuration set up, 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 overlaps 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
<b>Initiate</b>	3 Weeks	<ul style="list-style-type: none"> <li>• Implementation Consultant</li> </ul>	<ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Business Process Owners</li> <li>• System Administrators</li> </ul>
<b>Design</b>	4 Weeks	<ul style="list-style-type: none"> <li>• Implementation Consultant <ul style="list-style-type: none"> <li>○ Integration Consultant</li> </ul> </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>
<b>Deliver</b>	3 Weeks	<ul style="list-style-type: none"> <li>• Implementation Consultant <ul style="list-style-type: none"> <li>○ Integration Consultant</li> </ul> </li> <li>• Client Success Manager</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>Initiate</b>	<ul style="list-style-type: none"> <li><b>Weeks One thru Three</b></li> <li>Training Plan developed and delivered to client</li> <li>Project initiation call with client. Confirm project scope with client project team</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 to review client design decision points</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>Send discovery questionnaire to client</li> <li>Collect client process documentation.</li> <li>Deliver the Project Plan to the client</li> <li>Conduct technical kickoff call with client</li> <li>Implementation Consultant schedules and leads Organizational Unit Workshop</li> <li>Deliver discovery document and technical projects questionnaires</li> <li>Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops</li> <li>Review client documentation</li> <li>Deliver technical documentation (data design documents and templates)</li> <li>Collect any client process documentation the client can provide</li> <li>Create project plan for implementation services</li> <li>Implementation Consultant updates implementation discovery documentation</li> <li>Complete options for webcast training session with client</li> </ul>	<ul style="list-style-type: none"> <li><b>Weeks One thru Three</b></li> <li>Client begins training of Cornerstone OnDemand prescriptive training plan</li> <li>Participates in remote kick-off meeting</li> <li>Confirm project plan and meeting schedule</li> <li>Assemble project team</li> <li>Define measures of project success</li> <li>Complete initial administrator training, pre-work, and discovery questionnaires</li> <li>Attend technical project kickoff calls</li> <li>Complete discovery questionnaires</li> <li>Confirm project plan and meeting schedule</li> <li>Provide branding and marketing requirements</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>Deliver documented learning processes including approvals, evaluations, process maps and supporting forms or documentation</li> <li>Provide external user approval workflows</li> <li>Provide external training requirements</li> <li>Provide use case scenarios to model recommended configuration</li> </ul>
<b>Design</b>	<p><b>Weeks Four thru Seven:</b></p> <ul style="list-style-type: none"> <li>Document decisions and remaining action items for : <ul style="list-style-type: none"> <li>Organizational unit and user data design</li> <li>Global system preferences</li> <li>Welcome Page configuration</li> <li>Learning management preferences</li> <li>Navigation tabs and links</li> <li>Custom security roles matrix</li> </ul> </li> </ul>	<p><b>Weeks Four thru Seven:</b></p> <ul style="list-style-type: none"> <li>Complete configuration, documenting decisions for the following: <ul style="list-style-type: none"> <li>Global system preferences</li> <li>Welcome Page configuration</li> <li>Learning management preferences</li> <li>Navigation tabs and links</li> <li>Custom security roles matrix</li> <li>Email management matrix update</li> </ul> </li> </ul>

Phase	Cornerstone Deliverables	Client Deliverables
	<ul style="list-style-type: none"> <li>o Email management matrix</li> <li>• Documented technical projects:               <ul style="list-style-type: none"> <li>o Single Sign-On</li> <li>o Inbound Data Feed – OU/user data</li> <li>o Custom Login Page</li> <li>o Virtual Training Integration</li> <li>o Inbound Data Feed(s)</li> <li>o Historical Data Upload(s)</li> <li>o Master Data Upload(s)</li> <li>o Web Services Design</li> </ul> </li> <li>• Complete decisions needed to document the configuration workbook</li> <li>• Technical follow up meeting (Remote)</li> <li>• Cornerstone will configure pilot portal based on client requirements presented in discovery questionnaire</li> <li>• Conduct remote follow-up design sessions with client for remaining configuration decisions</li> <li>• Discuss User Acceptance Testing including test scripts and participants</li> <li>• Change management discussion or workshop if purchased</li> <li>• Comp Only – Load Salary Data (In Pilot post copy down)</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Complete Custom Login Page workbook</li> <li>• Complete design specifications for technical projects:               <ul style="list-style-type: none"> <li>o Single Sign-On</li> <li>o Inbound Data Feed – OU/user data</li> <li>o Custom Login Page</li> <li>o Virtual Training Integration</li> <li>o Inbound Data Feed(s)</li> <li>o Historical Data Upload(s)</li> <li>o Master Data Upload(s)</li> <li>o Web Services Design</li> </ul> </li> <li>• Complete remaining configuration decisions post configuration workshop and document remaining design specifications</li> <li>• Attend remote follow-up design sessions</li> <li>• Review and accept Cornerstone deliverables</li> <li>• Complete and implement technical projects including:               <ul style="list-style-type: none"> <li>o Single Sign-On</li> <li>o Inbound Data Feed – Organizational Unit/user data</li> <li>o Custom Login Page</li> <li>o Virtual Training Integration</li> <li>o Inbound Data Feed(s)</li> <li>o Historical Data Upload(s)</li> <li>o Master Data Upload(s)</li> <li>o Web Services Design</li> </ul> </li> </ul>
<b>Deliver</b>	<p><b>Week Eight:</b></p> <ul style="list-style-type: none"> <li>• Complete technical projects:               <ul style="list-style-type: none"> <li>o Single Sign-On</li> <li>o Inbound Data Feed – Organizational Unit/user data</li> <li>o Custom Login Page</li> <li>o Virtual Training Integration</li> <li>o Inbound Data Feed(s)</li> <li>o Historical Data Upload(s)</li> <li>o Master Data Upload(s)</li> <li>o Web Services Design</li> <li>o Unit test system interfaces</li> </ul> </li> <li>• Conduct technical follow up meeting</li> <li>• Wrap follow up configuration session(s)</li> <li>• Conduct User Acceptance Testing prep meeting (remote)</li> </ul> <p><b>Week Nine:</b></p> <ul style="list-style-type: none"> <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>• Ensure Historic Data Load has gone through initial validation in pilot</li> <li>• Copy pilot to stage if you need to preserve Historic Data</li> </ul>	<p><b>Week Eight:</b></p> <ul style="list-style-type: none"> <li>• Attend follow-up configuration session(s)</li> <li>• Attend User Acceptance Testing prep meetings</li> <li>• Complete setup in live portal including:               <ul style="list-style-type: none"> <li>o Global Configurations – emails triggers, security roles, welcome page, preferences</li> <li>o Language translations, as necessary</li> <li>o Configuration of additional client security roles</li> </ul> </li> <li>• Learning Module               <ul style="list-style-type: none"> <li>o Load eLearning course content and materials</li> <li>o Load all required documents including curriculums, test and evaluations, Instructor Led Training events and sessions, instructors, facilities, and certifications</li> <li>o Test content launching, tracking, and completion</li> </ul> </li> </ul> <p><b>Week Nine:</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> </ul> <p><b>Week Ten:</b></p> <ul style="list-style-type: none"> <li>• Test system interfaces end-to-end</li> <li>• Review and accept Cornerstone deliverables</li> </ul>

Phase	Cornerstone Deliverables	Client Deliverables
	<p>Load or other configuration through week 10 for validation</p> <ul style="list-style-type: none"> <li>• Inbound Data Feed configured in Live portal. Inbound Data Feed will be validated</li> </ul> <p><b>Week Ten:</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>• Complete Client Success Manager handoff documentation and submit request for Client Success Manager</li> <li>• Single Sign-On, Virtual Training Integration, Ecommerce, Salary Data in Live</li> <li>• Copy down executed to pilot (If necessary can do copy over from pilot to stage prior to Live Copy Down)</li> </ul>	

## **Technical Projects**

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

#### **Brief Summary**

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

- User Profile data
- Organizational Unit (OU) data

#### **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

### **Inbound Data Feed – Learning Data**

#### **Brief Summary**

Integration with Client's system enabling automated population of Learning Management data via a scheduled Inbound Data Feed (IDF) of the following data sets:

- Course completion data to user transcript record

#### **Tasks**

- Cornerstone: Provide Client with the Cornerstone standard Inbound Data Feed design document and template
- Cornerstone: Lead Client in design decisions and support the functional decisions of the Client
- Cornerstone: Create IDF design document for Client
- Client: Sign-off on IDF design document
- Client: Extract data from legacy source system in format defined by design document
- Client: Transfer files to pilot FTP folder
- Cornerstone: Schedule IDF to run in pilot portal on a regular basis to allow testing by Client
- Cornerstone: Email the pilot IDF file to identify load errors, after each load attempt
- Client: Review, update and sign-off the IDF in pilot Portal
- Client: Transfer files to live FTP folder

## Inbound Data Feed – Learning Data

- Cornerstone: Schedule and automate IDF in live portal
- Cornerstone: Email the live IDF log file to identify load errors, after each load attempt
- Client: Review, update and sign-off on the IDF process in live Portal

### Assumptions

- Learning content as required is loaded into Cornerstone prior to and separate from this transcript feed process; Design may also account for a transcript record with no corresponding link to real content in Cornerstone (e.g., a reporting only record)
- Client utilizes Cornerstone standard IDF 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 does so 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 design document. All required (mandatory) data fields must be populated for all records
- Client is responsible for properly validating IDF 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

## Outbound Data Feed – Learning (ODFL)

### Brief Summary

A scheduled Outbound Data Feed (ODF) to Client FTP account of the following data sets:

- Completed transcript training records

### Tasks

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



## Data Load Wizard

### 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, material files, compensation data, competency bank items and resume data

### Tasks

- Cornerstone: Enable Data Load Wizard 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 Data Load Wizard and templates

### Assumptions

- Utilizes Cornerstone standard Data feed specifications as designed for the Data Load Wizard.
- 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

## Premium Two Day System Admin Training – Onsite or Live Webcast

### Brief Summary

Cornerstone will provide a two day training customized to the clients portal configuration for Client System Administrators delivered either onsite or via webcast.

### Tasks

- Cornerstone will conduct two consecutive full days of training (eight hour day with a one hour lunch break) onsite at client's location. These can also be delivered as two full day or four 3.5 hour webcast sessions at the client's discretion.
- The Client can select specific topics to include in the training agenda from an options menu.
- The training session will be conducted using the client's portal and configuration, including demonstrating functionality and creating customized versions of hands on exercises specifically for the client's portal.
- Word versions of customized exercises will be provided to the client and can be used by the client in any capacity. No other material will be created or provided.
- The Client will provide User ID's in one security role for the trainer and for class participants to use for the training sessions. The client will also ensure that the portal to be used for training is updated or copied down with the configuration and security roles needed to conduct the training.
- The Client will provide specific examples or use cases for the training consultant to incorporate into the training.

### Assumptions

- The Client will provide an appropriate room for the training to be conducted. The delegates 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.
- Travel costs are additional and based on round trip travel from a pool of available training consultants and vary depending on their base location.
- Training can be conducted either live onsite or via live webcast at client discretion, however live webcast cannot be conducted simultaneously with live onsite training.
- Webcast sessions may not be recorded.
- A date will be agreed upon for the Training Consultant to prepare the exercises for the client's stage or pilot portal, as well as a date for the actual delivery of the training. Between these two dates no copy down from Production to either stage or pilot can be performed, as this would overwrite any preparatory work done by the Training Consultant.

## Managed Services – Outsourced Administration (OA) – Client-side Configuration Consultant

### Brief Summary

In general, the OA will be directed by the Client and will perform some (not all) of the Client-owned tasks and deliverables listed in the Configuration Support Services Section of an Additional Configuration Support Services SOW during Implementation. After Go-Live, (if allocated for hours / weeks beyond the Client's initial Go-Live date) the OA will perform general administration of the Cornerstone Integrated Talent Management system as directed by the client.

### Responsibilities

- Review and confirm all project tasks, deadlines and project milestones in order to meet critical due dates
- Participate in co-configuration sessions with Cornerstone and document decisions in Configuration Workbook
- Define individual timelines and how to accomplish each phase
- Provide weekly (and ad hoc as needed) work direction and calibration with Build Team leaders and Project Managers
- Ongoing assessment of work and recommendations as each portion is accomplished
- Set-up, pilot and test tasks for Client Management review
- Participate on testing team
- Provide trouble shooting and hands-on help when needed
- Participate in the review / validation of system configuration, provide feedback and complete adjustments
- Provide expertise and best practices related to build process, implementation and standard operating procedures
- Set-up / Administer :
  - Global Configurations – emails triggers, security roles, welcome page, language translations, as necessary
  - Cloud Configuration Support (to be determined during Project Kick Off Phase) - Preferences, Templates, Tasks, Dashboards, Reports
- Serve as a Client Administrator

### Assumptions

- The OA project has been scoped for a total of 60 hours.
- Outsourced Administration is a remote function, as such will be delivered remotely, unless otherwise specified in writing by Cornerstone and Client. All travel related expenses for on-site activities are the responsibility of the client.
- Overtime hours (i.e., in excess of eight (8) hours per day or forty (40) hours per week) will be billed at a rate mutually agreed upon between Client and OA.
- All time shall be tracked by OA and reported to Client monthly. The total work effort may not exceed the total number of hours purchased above.
- OA shall not be required to work more than ten (10) hours per day or on any weekends or national holidays unless mutually agreed upon between Client and OA.
- Cornerstone will not be responsible for any computers, emails accounts, or any other Client materials issued to the OA by Client for use by the OA while performing services hereunder.

### General Project Assumptions

#### Client Administrator Responsibilities

Client Administrators ("CAs") are designated by the client to administer the Cornerstone solution within the constraints set by the business and managed through Security Roles, Permissions and Constraints. The Client shall establish an internal protocol and procedure for identifying, training, supporting and managing CAs. CAs shall be trained and certified by the client (or by Cornerstone as a chargeable service at the request of the client) in order to perform their administrative duties. The following are the CAs key responsibilities:

- Perform administrative activities in support of the client's business processes that are enabled by the Cornerstone solution
- Participate in the release management process, including User Acceptance Testing, to ensure understanding of new functionality being introduced into the solution
- Communicate key information regarding the Cornerstone solution (e.g., planned downtime, release information, etc.) to the appropriate stakeholders within the client's business according to the standard operating procedures defined by the client
- Leverage knowledge assets available to support the effective use of the solution such as online help, the Cornerstone Client Success Center, etc.
- Request support by assisting with Cases as required from the Cornerstone Global Customer Care team; complete the required process prior to submitting and provide accurate and complete information in the submission; Provide additional information as requested by Cornerstone in a timely manner
- Confirm that any defects reported by the client and planned to be included in the release are validated and the respective case(s) are closed
- Any changes following Client signoff will require a Work Order or SOW submission

## Learning Consulting

### Brief Summary

Services to include consulting support such as:

#### Sample Projects:

- Outsourced Administration Support
- Business Process Alignment
- Change Management
- Governance Workshop

#### Assumptions

- Each is considered a separate project and will require scoping.
- May be applied toward future Consulting purchased within 1 year of the Order Effective Date, after which unused funds will expire without refund.

## VSP (Volume Service Pack)

### Brief Summary

May be applied toward any future Service (except for Consulting) purchased within 1 year of the Order Effective Date, after which unused hours expire without refund. Future service projects may include the following:

#### Sample Projects:

- Inbound Data Feed (IDF)
- Outbound Data Feed (ODF)
- Data Load Wizard (DLW- Services Only)
- Single Sign-On (SSO)
- Master Data Load (MDL)
- Custom Login Page (CLP)
- Welcome Page
- Historical Data Load (HDL)

#### Assumptions

- Each is considered a separate project and will require scoping.
- May be applied toward any future Service (except for Consulting) purchased within 1 year of the Order Effective Date, after which unused hours expire without refund.

## TIMELINE AND DELIVERY

The Implementation Services will take approximately 10 weeks in duration and will be conducted remotely by Cornerstone, except for any outside services so expressly identified herein. Pre-approved travel expenses for on-site activities are the responsibility of Client.

Changes to the scope of this statement of work and/or Client delays that result in an increase to this estimate by more than 10% will require a change order, and may result in additional expense. The professional Services time will be tracked throughout the implementation and Client will be notified prior to actual hours exceeding the estimate, as well as whether a change request and SOW addendum will be required.

Cornerstone delays will NOT require an SOW addendum or result in additional expense to Client.

Project Components	Cost
<b>Learning</b>	
o Learning Implementation	\$20,000.00
o Certification Management Implementation	\$2,000.00
o Inbound Data Feed - OU/Users (IDF)	\$2,160.00
o Learning Consulting	\$16,000.00
o VSP Hours	\$15,500.00
o Outbound Data Feed - Learning (ODFL)	\$15,000.00
o Inbound Data Feed - Learning (IDFL)	\$3,500.00
o Premium Two Day System Admin Training	\$7,500.00
o Data Load Wizard Integration	\$5,000.00
o Consulting Services - Administrative Outsourcing (60)	\$9,000.00
<b>Total Additional Services Cost</b>	<b>\$95,660.00</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

- 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 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, Inc.) 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 an Implementation-related Service expires at the earlier of: (i) acceptance of the Service by Client; (ii) if Client does not commence the project, one year from the purchase date; or (iii) if Client commences the project but subsequently does not proceed with the project, six (6) months from the date Client ceased working on the project.