Cornerstone OnDemand – ORDER

Client Name ("**Client**"):	**City of Roseville, CA**
Order Effective Date:	[Date of the last signature below]
Master Agreement Effective Date:	[Date of the last signature below]
Is a *new* purchase order required for this purchase?	("No," unless box is checked) ☐ Yes: PO# _____

Order Start Date:	Order Effective Date	**Order Term/ End Date:**	3 years

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement) 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
RECRUITING	☐ Recruiting ☐ Campus Recruiting		
ONBOARDING	☐ Onboarding		
PERFORMANCE	✗ Performance (includes HRSG Competencies in Year 1 at no cost; not purchased in Years 2 and 3)	1,100	$31,900.00
COMPENSATION	☐ Compensation		
SUCCESSION	☐ Succession		
CONNECT	☐ Connect		

LEARNING	☐ Learning
	   ☐ Certifications
	   ☐ Competencies
	☐ Extended Enterprise
	   ☐ eCommerce
	   ☐ Certifications
	   ☐ Competencies
	☐ Cornerstone for Salesforce*		

Support Package: ✗ Professional ☐ Professional Plus ☐ Premier ☐ Premier Plus		Included	Included
✗ Administrator Training Package		10	$1,750.00
☐ Course Publisher (if Learning is purchased)			
☐ Content Delivery			
Content: ☐ Core ☐ Gold ☐ Gold Plus ☐ Platinum Plus ☐ Other			
☐ Additional Language Packs			
☐ Data Load Wizard			
☐ Web Services			
		ANNUAL FEE SUBTOTAL	$33,650.00
ONE-TIME SERVICES *(purchased if checked)*			**One-time Fee**
☐ __ 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)			
☒ Services (see attached Statement of Work)			$19,740.00

FIRST YEAR GRAND TOTAL	$53,390.00

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:	

SCOPE OF SERVICES AND DELIVERABLES

Client Portal and Configuration Set Up
- Cornerstone will create and activate the Client portals (live, pilot, stage) with the URLs requested by the Client.
- Cornerstone will create Client Administrator user login and configure initial tasks including:
  - Configure default preferences
  - 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
Initiate	3 Weeks	• Implementation Consultant	• Project Manager • Business Process Owners • System Administrators
Design	4 Weeks	• Implementation Consultant • Integration Consultant	• Project Manager • Business Process Owners • Technical Resources • System Administrators
Deliver	3 Weeks	• Implementation Consultant • Integration Consultant • Client Success Manager	• Project Manager • Business Process Owners • System Administrators • Technical Resources

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
Initiate	**Weeks One thru Three:** • Training Plan developed and delivered to client • Project initiation call with client. Confirm project scope with client project team • 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 to review client design decision points • Communicate requirement to complete Organizational Units, Security preferences and training • Complete remote kick-off meeting • Review technical projects in-scope • Send discovery questionnaire to client • Collect client process documentation. • Deliver the Project Plan to the client • Conduct technical kickoff call with client • Implementation Consultant schedules and leads Organizational Unit Workshop • Deliver discovery document and technical projects questionnaires • Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops • Review client documentation • Deliver technical documentation (data design documents and templates) • Collect any client process documentation the client can provide • Create project plan for implementation services • Implementation Consultant updates implementation discovery documentation • Complete options for webcast training session with client	**Weeks One thru Three:** • Client begins training of Cornerstone OnDemand prescriptive training plan • Participates in remote kick-off meeting • Confirm project plan and meeting schedule • Assemble project team • Define measures of project success • Complete initial administrator training, pre-work, and discovery questionnaires • Attend technical project kickoff calls • Complete discovery questionnaires • Confirm project plan and meeting schedule • Provide branding and marketing requirements • Provide organization chart(s) to assist in designing Organization Unit structure • Provides sample user profile record and definition • Client content provider listing and courses • Deliver documented performance processes including process maps and supporting forms or documentation • Provide external user approval workflows • Provide external training requirements • Provide use case scenarios to model recommended configuration

Design	**Weeks Four thru Seven:**
	
	• Document decisions and remaining action items for :
	   o Organizational unit and user data design
	   o Global system preferences
	   o Welcome Page configuration
	   o Performance management preferences
	   o Navigation tabs and links
	   o Custom security roles matrix
	   o Email management matrix
	• Documented technical projects:
	   o Single Sign-On
	   o Inbound Data Feed – OU/user data
	   o Historical Data Upload(s)
	• Complete decisions needed to document the configuration workbook
	• Technical follow up meeting (Remote)
	• Cornerstone will configure pilot portal based on client requirements presented in discovery questionnaire
		Weeks Four thru Seven:
		
		• Complete configuration, documenting decisions for the following:
		   o Global system preferences
		   o Welcome Page configuration
		   o Performance management preferences
		   o Navigation tabs and links
		   o Custom security roles matrix
		   o Email management matrix update
		• Complete Custom Login Page workbook
		• Complete design specifications for technical projects:
		   o Single Sign-On
		   o Inbound Data Feed – OU/user data
		   o Historical Data Upload(s)
		• Complete remaining configuration decisions post configuration workshop and document remaining design specifications
		• Attend remote follow-up design sessions

	- Conduct remote follow-up design sessions with client for remaining configuration decisions - Discuss User Acceptance Testing including test scripts and participants - Change management discussion or workshop if purchased - Comp Only – Load Salary Data (In Pilot post copy down)		- Review and accept Cornerstone deliverables - Complete and implement technical projects including: - Single Sign-On - Inbound Data Feed – Organizational Unit/user data - Historical Data Upload(s)
Deliver	**Week Eight:** - Complete technical projects: - Single Sign-On - Inbound Data Feed – Organizational Unit/user data - Unit test system interfaces - Conduct technical follow up meeting - Wrap follow up configuration session(s) - Conduct User Acceptance Testing prep meeting (remote) **Week Nine:** - 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 - Ensure Historic Data Load has gone through initial validation in pilot - Copy pilot to stage if you need to preserve Historic Data Load or other configuration through week 10 for validation - Inbound Data Feed configured in Live portal. Inbound Data Feed will be validated **Week Ten:** - Daily User Acceptance Testing touch base to review open testing issues with client (include Client Success Manager) - Complete Client Success Manager handoff documentation and submit request for Client Success Manager - Single Sign-On, in Live - Copy down executed to pilot (If necessary can do copy over from pilot to stage prior to Live Copy Down) - Obtain named care admins from client - Update issue log, including defects - Provide coaching for configuration updates - Schedule Client Success Manager Transition Call - Ongoing Historical Data Load validation (stage) and load into production - Triage (categorize and prioritize) reported issues and address prior to go-live - Finalize integration projects in production - Support Client during testing and validation - SOW Review with Client Success Manager - Triage (categorize and prioritize) reported issues and address prior to go-live - Close out any open issues/items for Go Live - Client Go-Live - Discuss post live survey with client		**Week Eight:** - Attend follow-up configuration session(s) - Attend User Acceptance Testing prep meetings - Complete setup in live portal including: - Global Configurations – emails triggers, security roles, welcome page, preferences - Language translations, as necessary - Configuration of additional client security roles - Performance Module - Create goals, competencies, competency models, development plans, review questions, review templates, tasks - Create succession metrics for succession plans, succession templates and tasks - Create compensation salary structure, adjustment guidelines, share prices, templates, and tasks - Create career center preferences and data for resumes, questions, and location bank **Week Nine:** - Attend all User Acceptance Testing calls - Review UAT feedback with Implementation team - Make corrections or configuration changes based on UAT findings in Live portal **Week Ten:** - Test system interfaces end-to-end - Review and accept Cornerstone technical project deliverables - Single Sign-On - Inbound Data Feed – OU /User data - Historical Data Upload(s) - Populate specific test data like tasks and users - Create and complete client-specific test assessment template - Create and complete user acceptance test scripts - 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

	• Schedule and execute final Historical Data Loads • Conduct project close out	

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

Historical Data Load – Performance (HDLP)

Brief Summary

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

- Review scores, including up to three (3) years' worth of overall performance review scores
- Review documents, including up to three (3) years' worth of performance PDF documents
- Goals library

Historical Data Load – Performance (HDLP)

- Previous year's user goals
- Competency library and models

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

Assumptions
- Utilize Cornerstone standard data design document template for all data types
- All data loads reference User data by a unique identifier
- Client is responsible for uniquely identifying records across all data types
- Client has skilled software resources that can extract legacy data from source systems
- Client has the ability to transform data to the format(s) defined by Client-approved data design document
- Client will perform all data file consolidations necessary by data type defined above
- Maximum of three (3) iterations of loads by data type for purpose of correcting errors; any additional iteration may require a change request document
- Client acknowledges that once the design document is approved, any changes or modifications to the work, scope, or the feed will require a change request document. Change requests are reviewed and could result in additional charges to Client
- Any changes following Client sign-off will require a work order or SOW submission

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

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

Tasks
- Cornerstone: Provide Client with the Cornerstone SSO Technical Documentation
- Cornerstone: Lead the Client in SSO workshops to review SSO process and support the functional decisions of the Client
- **AES Encrypted Single Sign On (SSO)**
  - Cornerstone: Provide sample code for Pilot Portal and Live Portal to deploy the AES SSO
  - Cornerstone: Provide the AES end point URLs to the Client
  - Client: Populate, encrypt and post the token as per Cornerstone requirements
  - Client: Deploy, test and sign off the AES Encrypted SSO in Pilot Portal
  - Client: Deploy, test and sign off the AES Encrypted SSO in Live Portal
- **SAML V 1.1 OR SAML 2.0 Single Sign On (SSO)**
  - Client: Provide:
    - Base64 encoded – X.509 public Certificate (.crt, .cer)
    - Base64 encoded sample SAML Response Assertion (.txt)
  - Cornerstone: Configure Client's Pilot Portal with SSO SAML 1.1 OR 2.0
  - Client: Review and sign off on SSO SAML 1.1 OR 2.0 in Pilot Portal
  - Cornerstone: Configure Client's Live Portal with SSO SAML 1.1 OR 2.0

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

- 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

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
Performance	
o Performance Implementation	$11,500.00
o Inbound Data Feed - OU/Users (IDF)	$2,160.00
o Single Sign On Standard (SSO)	$1,080.00
o Performance Historical Data Load (PHDL)	$5,000.00
Total Additional Services Cost	**$19,740.00**

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:

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.