

Quote Number: Q-00120949

Order Effective Date: (Date of Last Signature Below)

Cornerstone OnDemand – ORDER					
Client Name ("Client")	County of Douglas, CO				
Order Start Date	3/27/2022				
Order End Date	3/26/2025				
Is a new purchase order required for this purchase?*	("No," unless box is checked) []Yes: PO#				
Primary Client Contact	Caitlin Forsyth	cforsyth@douglas.co.us	+1 720-258-5444		
Client Address (Ship To)	County of Douglas, CO 100 Third Street, Castle Rock, CO, 80104, United States				
Primary Billing (Invoice) Contact	Caitlin Forsyth	cforsyth@douglas.co.us	+1 720-258-5444		
Client Billing (Invoice) Address	County of Douglas, CO 100 Third Street, Castle Rock, CO, 80104, United States				

^{*}Note: Please send purchase order number to <u>DLCollections@csod.com</u> within three (3) business days of order signing.

Product(s)

	=	Period 3/27/2022 - 3/26/2025	
Product	Qty	Annual Fee	
Unlimited Video Hosting and Delivery	1	\$2,938.50	
Edge Import	1	\$1,763.10	
Outbound Data Feed - Salary (ODFS) Connector (s)	1	\$0.00	
Inbound Data Feed - Salary (IDFS) Connector (s)	1	\$0.00	
Web Services with Integration Connector (s)	1	\$5,150.00	
HireRight Integration	1	\$2,938.50	
Edge: Apply with Linkedin Integration	1	\$0.00	
Outbound Data Feed - Recruiting (ODFR) Connector	1	\$3,526.21	
Cornerstone Recruiting	1,400	\$30,560.43	
Cornerstone Performance	1,400	\$41,140.26	
Cornerstone Learning	1,400	\$30,560.43	
Content Anytime Public Sector	1,400	\$35,000.00	
Content Anytime - Technology	80	\$1,600.00	
Choice Customer Success Package	1	\$9,932.14	
Annual Subtotal		USD 165,109.57	
First Year Grand Total	USD 165,109.57		

Special Terms

This Order and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.



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Client agrees to an annual 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

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

Each data feed connector includes two login credentials. Requested modifications to a data feed connector may be subject to additional scoping and fees.

Cornerstone Learning includes:

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

Cornerstone Performance includes:

- Goals
- Reviews
- Succession
- Compensation
- Observation Checklists
- Competencies
- View

Cornerstone Recruiting includes:

- Onboarding
- Internal/External Career Sites
- Manage Candidates
- Share Feedback
- Hiring Dashboard
- Mobile Applications

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



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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.

Purchased course(s) shall be available from the Order Start Date above, through the earlier of: (i) the Order End Date above; or (ii) termination/expiration of all Learning Orders; or (iii) termination of the Agreement, after which time all access / course registrations shall be terminated or expire without refund. Course loading and hosting services are included as a part of this Order. Content subscriptions are non-transferable; they are unique to individual users. Cornerstone reserves the right to invoice Clients automatically for each subscription/registration exceeding the number purchased, based on the total Content price set forth in this Order, divided by the total number of Active Users subscribed to/registered for that Content.

Some Content is hosted by third-party content providers. These providers may process personal information (e.g., Active User identification, course tracking, etc.) only as necessary to provide the Content in accordance with AICC, SCORM, or equivalent standards. The list, locations, and security and privacy policies of such providers are available upon request.

Terms and Conditions

This Order is hereby incorporated into and made part of the parties' master agreement (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.

Agreed and accepted:

Client	DocuSigned by:	Cornerstone OnDemandSigned.by:		
Signature:	John Huber	Signature:	Murika Matz	
Name:	John Huber	Name:	BOOODEXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	
Title:	Chief Information Officer	Title:	GVP Account Management	
Date:	2/24/2022	Date:	February 24, 2022	

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Order Validation by:

Order Validation

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