



Cornerstone OnDemand – Master Agreement COVER PAGE

Effective Date:	Date of the last signature below		
Cornerstone OnDemand, Inc. ("Cornerstone")	1601 Cloverfield Blvd., Suite 600S, Santa Monica, CA 90404		
Customer Name ("Customer"):	County of Fresno		
Customer Address:	County of Fresno, Dept. of Social Services, 205 W Pontiac Way, Fresno, CA 93612		
Billing Address:	County of Fresno, PO BOX 1912, Fresno, CA 93718		
Federal Tax ID# / VAT#:			
<u>Primary Contact</u>		<u>Billing Contact</u> (if different than Primary Contact)	
Name:	Accounts Payable	Name:	
Title:		Title:	
Email:	dssinvoices@co.fresno.ca.us	Email*:	
Phone:	+1 559-600-6230	Phone:	

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

Is Customer exempt from applicable sales / VAT tax?	
Does Customer require a purchase order ("PO")?	No
PO Number (if applicable):	

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

Customer		Cornerstone	
Signature:		Signature:	
Name:	Nathan Magsig	Name:	Jared Bogert
Title:	Chairman, Board of Supervisors	Title:	GVP, Sales
Date:	10/22/2024	Date:	9/20/2024

ATTEST:
 BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California
 By Deputy

Order Validation	
DocuSigned by:	
0CCA5E408352483	
CSOD Legal	



Cornerstone OnDemand – Master Agreement

MASTER TERMS AND CONDITIONS

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

1. Definitions.

- 1.1 **“Affiliate”** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with, another party.
- 1.2 **“Customer Content”** means any and all courses, learning objects, certifications, quizzes, tests, materials, instructor-led sessions, documents, or URLs created and/or introduced by Customer or its Affiliates that reside in the Software.
- 1.3 **“Customer Data”** means personal data regarding Customer’s or its Affiliates’ Users which is uploaded to the Software pursuant to this Agreement.
- 1.4 **“Confidential Information”** means any non-public information of Cornerstone or Customer and their respective Affiliates and subcontractors disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked “*confidential*” or “*proprietary*” or some similar designation by the disclosing party. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient’s prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
- 1.5 **“Documentation”** means the standard online functional documentation available for the Software.
- 1.6 **“Order”** means a purchase made by Customer hereunder in an order, schedule, statement of work, addendum, or amendment signed by both parties.
- 1.7 **“Services”** means any services rendered by Cornerstone to Customer, including, but not limited to: (i) hosting and making available the Software; (ii) hosting, delivery, and/or distribution of eLearning content; (iii) provision of technical support for the Software; and/or (iv) consulting, assistance or training services, each as specified on an Order.
- 1.8 **“Software”** means (i) any and all of Cornerstone’s and its Affiliates’ proprietary web-based applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto; and (ii) application functionality and eLearning content provided by Cornerstone and/or Cornerstone-contracted third parties.
- 1.9 **“Third Party”** means any party that is not either of the parties, its Affiliates, applicants, employees,

shareholders, directors, officers, contractors, customers, or Users.

- 1.10 **“User”** means an individual with credentials issued by Customer to log on to the Software and with a designation of “*active*” unless otherwise described in the applicable Order. Users may be employees or non-employees.
2. **Rights; Usage.** In accordance with the terms and conditions of the Agreement, Cornerstone gives Customer the non-transferable and non-assignable right for the duration of applicable Orders to use, and to permit its and its Affiliates’ Users to use, the Software items listed therein on a non-exclusive basis via the Internet, subject to the maximum quantities set forth therein. Cornerstone may review Customer’s compliance with the terms of each Order and, for clarity, reserves the right to charge for any quantity overages.
3. **Use Restrictions.** The Software and Services may be used only for Customer’s and its Affiliates’ own lawful business purposes. Customer shall not: (a) use or deploy the Software in violation of applicable laws or this Agreement; (b) store, process, publish or transmit any threatening, infringing or offensive material, or material that constitutes a security risk or a violation of any party’s privacy, intellectual property or other rights; (c) if Customer has any operations or users in the United States, upload any Protected Health Information subject to the Health Insurance Portability and Accountability Act (“HIPAA”) to the Software; (d) resell any Software or Services or operate a service bureau, outsource, rent, sublicense or use in a time-sharing capacity except as expressly permitted by Cornerstone; (e) create any derivative works based upon the Software; (f) 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); (g) upload any data not required to use the Software as generally intended; (h) make any Software or Services available to any unauthorized parties; (i) perform penetration or similar tests (for example, network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing) on the Software or Services; or (j) publicly release the results of benchmark tests or other comparisons of any Software or Services with other software, services, or materials. Customer will be responsible for Users’ compliance with the Agreement and liable for Users’ breach thereof. In the event of a breach of any of the foregoing prohibitions, Cornerstone reserves the right to suspend access to the Software, to the extent and for so long as reasonably necessary, to prevent harm to Cornerstone, Customer, other Customers, and/or Cornerstone’s partners, vendors and suppliers with such notice as may be reasonable in the context of the prospective harm. Customer will ensure that it has obtained all necessary consents and approvals for Cornerstone to access Customer Data for the purposes permitted under this Agreement. Upon expiration or termination of this Agreement, Customer shall cease using all Software and Services.
4. **Privacy and Security.** Cornerstone will: (a) according to ISO 27001 and 27701 (or successor/equivalent) standards and solely its own security policies, maintain appropriate safeguards for protection of Customer Data, including regular back-ups,

- security and incident response protocols, and application and infrastructure monitoring; (b) process Customer Data in accordance with the parties' then-current data processing agreement, and applicable data protection laws and regulations to which it is subject; and (c) not access, modify, or disclose Customer Data, except as compelled by law, to prevent or address service or technical issues, or if otherwise permitted by Customer. Customer may retrieve Customer Data any time during the term of the Agreement. If requested, at a scope and price to be agreed, Cornerstone will assist with such data retrieval.
5. Support. Cornerstone shall provide the technical support stated in the applicable Order. Only the number of administrators set forth in the applicable support package description (i.e., not all Users) who have completed the requisite training may contact Cornerstone for support. Customer 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 use of the Software result in denial of service (DoS) with respect to the Software, Cornerstone may disable the implicated Customer Content and/or suspend access to the Software only if and for so long as necessary to restore service.
 6. Fees and Payment; Taxes.
 - 6.1 Customer will be invoiced for fees according to the applicable Order. Payment of fees will be due as stated on the applicable Order, and if the Order is silent upon 30 days of date of invoice. Except where otherwise stated, all fees set forth in an Order are in U.S. dollars and must be paid in the currency set forth in the Order. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, following notice and a reasonable time to cure, Services are subject to suspension for failure to timely remit payment.
 - 6.2 Customer will pay any sales, value-added or other similar taxes imposed by applicable law that Cornerstone must pay based on the Services, except for taxes based on Cornerstone's income. Fees for Services listed in an Order are exclusive of taxes and expenses. Notwithstanding the foregoing, prior to Customer's execution of any Order Customer may provide Cornerstone with a valid tax exemption certificate or direct pay permit acceptable to the applicable taxing authorities to allow the issuance of invoices to Customer without the applicable tax. In the event that Customer is legally required to withhold income tax from any payments to Cornerstone under this Agreement, Cornerstone shall provide Customer with a valid tax residency certification as required under any double taxation treaty then in effect to reduce or eliminate the income tax to be withheld from these payments. Customer shall withhold tax at the applicable rate in effect as of the date of payment and shall provide to Cornerstone on a timely basis valid documentation evidencing payment of the tax withheld to the applicable tax authority.
 7. Term and Termination.
 - 7.1 Term. The term of this Agreement runs from the Effective Date through the expiration or termination of all Orders.
 - 7.2 Termination for Cause. Either party may immediately terminate this Agreement if the other party materially

- breaches the Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
8. Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those Affiliates and subcontractors of either party providing or accessing Services hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; provided, however, that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement. If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
 9. Intellectual Property. As between the parties, (i) Customer retains all proprietary and intellectual property rights, title and interest in and to Customer Data and Customer Content and (ii) Cornerstone, its Affiliates and suppliers will and do retain all proprietary and intellectual property rights, title and interest in and to the Software and Services.
 10. Indemnification.
 - 10.1 Indemnification by Cornerstone. Cornerstone shall indemnify, defend, and hold harmless Customer from and against any and all Third Party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by Customer which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by Customer's authorized use of the Software. The foregoing provisions of this Section shall not apply to the extent the Damages relate to or arise out of: (i) Customer Data; (ii) Customer Content; or (iii) unauthorized use and/or alteration of the Software by Customer and/or its Users.
 - 10.2 Indemnification by Customer. Customer shall indemnify, defend, and hold harmless Cornerstone from and against any and all Damages incurred or suffered by Cornerstone which directly relate to or directly arise out of the violation or infringement of any third-party intellectual property rights by Customer Data or Customer Content. The foregoing provisions of this Section shall not be applicable to the extent the Damages relate to or arise from Cornerstone's use of Customer Data or Customer Content in violation of this Agreement.
 - 10.3 Indemnification Procedures. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

- 10.4 Infringement Cures. Should the Software or any part thereof become, or in Cornerstone's reasonable opinion be likely to become, the subject of a claim for infringement of a third party intellectual property right, then Cornerstone shall, at its sole option and expense: (i) procure for Customer the right to use and access the infringing or potentially infringing item(s) of the Software ("**Affected Software**") free of any liability for infringement; or (ii) replace or modify the Affected Software with a non-infringing substitute otherwise materially complying with the functionality of the replaced system; or (iii) if neither of the foregoing is reasonably practicable, terminate the right to use and access the Affected Software and refund unused prepaid fees.
- 10.5 Exclusive Remedies. The remedies set forth in this Section shall be exclusive with respect to any infringement claim hereunder.
11. Warranties.
- 11.1 Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party; and (v) it will not introduce into the Software any virus, worm, Trojan horse, time bomb, or other malicious or harmful code.
- 11.2 Cornerstone warrants that the Software will perform substantially in material accordance with the Agreement and applicable Documentation regarding existing functionality provided by Cornerstone; no new or different functionality is promised hereunder.
- 11.3 In the event of a breach of the warranty set forth in Section 11.2, Customer's sole and exclusive remedy will be that Cornerstone shall, upon receipt of written notice of breach, make diligent efforts to become compliant with the warranty set forth in Section 11.2, and if Cornerstone does not do so within a reasonable period of time, Customer will be entitled to terminate this Agreement.
- 11.4 TO THE EXTENT PERMITTED BY APPLICABLE LAW, CORNERSTONE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CORNERSTONE DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.
12. Liability.
- 12.1 Liability Cap. EXCEPT FOR (i) A PARTY'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS; (ii) BREACH OF SECTION 3 "USE RESTRICTIONS"; (iii) A PARTY'S WILLFUL MISCONDUCT; OR (iv) LIABILITY WHICH CANNOT BE LIMITED BY APPLICABLE LAW, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO CORNERSTONE HEREUNDER FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CAUSE OF ACTION

AROSE. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CUSTOMER AND CORNERSTONE ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

- 12.2 Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, PROVIDING REPLACEMENT SOFTWARE (EXCEPT AS SET FORTH IN SECTION 10.4 "INFRINGEMENT CURES"), 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.
13. Communications. Neither party shall issue any press release using the name of the other party as a customer or provider without the other party's consent.
14. Miscellaneous Provisions.
- 14.1 Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. Cornerstone and Customer agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Los Angeles, and each of Cornerstone and Customer hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- 14.2 Force Majeure. Neither party shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable efforts to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, earthquake, failure of the internet, or any other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable efforts, such party is unable to overcome.
- 14.3 Counterparts. The Agreement and Orders may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- 14.4 Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matters and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matters. Orders, data processing addenda, standard contractual clauses, schedules, and exhibits hereto constitute a part hereof as though set



forth in full herein. Purchase orders or policies submitted by Customer are for Customer's internal administrative purposes only, and the terms and conditions contained in those purchase orders or policies will have no force and effect. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.

- 14.5 Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- 14.6 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.
- 14.7 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, 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 product optimization, improving Customer experience and other internal business and/or operating purposes, provided that Cornerstone does not share with any third party Statistical Data which reveals the identity of Customer, Customer's users, or Customer's Confidential Information.
- 14.8 Suggestions. Cornerstone shall have a royalty-free, worldwide, perpetual, irrevocable license to use or incorporate into the Software and Services any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or its users relating to the operation of the Software and Services.
- 14.9 Third-Party Applications and Service Providers.
 - 14.9.1 External Applications. Cornerstone shall not be responsible for Customer's access to, or operation of, third-party applications purchased separately by Customer from a third party, including without limitation those that may be capable of interoperating with the Software.
 - 14.9.2 Optional Features. Cornerstone's Software may include certain optional features provided by third parties ("**Optional Features**"). A list of such Optional Features, including information regarding the security, privacy, and/or support policies of those third parties, is available upon request.
 - 14.9.3 Service Providers. Cornerstone has certified a select group of third-party service providers that implement, configure, and/or administer Software ("**Certified Consultants**"). A list of Certified

Consultants is available upon request. Customer may not permit any non-Certified Consultant to implement and/or configure Software. None of the warranties or support obligations hereunder shall apply to any Software implemented or configured by any non-Certified Consultant.

- 14.10 Trade Controls. Customer understands that use of the Software and Services is subject to export controls, trade and economic sanctions, and anti-boycott laws and regulations to which the parties or Software and Services may be subject. Customer shall not, and shall not permit users of the Software and Services to, access or use the Software or Services in violation of any such laws and regulations, including, without limitation, the Export Administration Regulations maintained by the U.S. Department of Commerce, and the trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control.
- 14.11 Notices. Any notice required under this Agreement shall be provided to the other party in writing which may include by email.
 - 14.11.1 If Customer has a legal dispute with Cornerstone or wishes to provide a notice under the Indemnification Section of this Agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to the address on the cover page of this Agreement attention: Legal Department with a cc: to legalnotices@csod.com.
 - 14.11.2 Cornerstone may give general notices applicable to all of its customers by means of a notice on the portal for the Services, and notices specific to Customer by email to Customer's email address on record in our account information or by written communication sent by first class mail or pre-paid post to Customer's address on record in our account information.
- 14.12 Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- 14.13 Independent Contractors. Customer and Cornerstone are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Customer and Cornerstone. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this Section.
- 14.14 Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power or remedy.
- 14.15 Survival. Sections of the Agreement intended by their nature and content to survive termination or expiration of the Agreement shall so survive.



Quote Number: Q-93752

Order Effective Date: (Date of Last Signature Below)

Cornerstone OnDemand - ORDER			
Customer Name	County of Fresno		
Order Start Date	11/03/2024		
Order End Date	11/02/2026		
Is a new purchase order required for this purpose?*	No		
Primary Customer Contact	Accounts Payable	dssinvoices@co.fresno.ca.us	+1 559-600-6230
Customer Address (Ship To)	County of Fresno, Department of Social Services 205 W Pontiac Way , Fresno, California, United States, 93612		
Primary Billing (Invoice) Contact	Accounts Payable	dssinvoices@co.fresno.ca.us	+1 559-600-6230
Customer Billing (Invoice) Address	County of Fresno, PO Box 1912 , Fresno, California, United States, 93718-1912		

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

Product(s)

Product	Qty	Period 1 11/3/2024 - 11/2/2025		Qty	Period 2 11/3/2025 - 11/2/2026	
		Fee	Billing Frequency		Fee	Billing Frequency
Cornerstone Saba Learning Management	2,700	USD 79,234.47	Annual	2,700	USD 83,988.54	Annual
Cornerstone Saba Meeting Event Concurrent Users	200	USD 0.00	Annual	200	USD 0.00	Annual
Cornerstone Saba Advanced Testing & Assessments	2,700	USD 0.00	Annual	2,700	USD 0.00	Annual
Customer Success Choice Package for Cornerstone Saba	1	USD 5,000.00	Annual	1	USD 5,300.00	Annual
Period Subtotal:		USD 84,234.47		USD 89,288.54		

Purchase Order

If Customer indicates that a purchase order ("PO") is required for payment, the customer will provide the PO no later than 3 business days to dlcollections@csod.com and if the customer indicates that no PO is required, Customer represents that no PO is required for payment.

Special Terms

Invoicing Schedule

Payment terms for this Order shall be Net 30 (days).

Fees are invoiced beginning on the Start Date(s) in accordance with the Billing Frequency. If required, Fees are pro-rated based on the actual number of days in the billing frequency period. One-time fees are invoiced on the Order Start Date. Any usage product will be billed monthly in arrears based on actual usage. Notwithstanding the foregoing, one-time fees for services on a SOW shall be invoiced in accordance with the billing terms set out in the applicable SOW. 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

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/legal/sla/Choice-Customer-Success-Package> for detailed support descriptions.

Cornerstone Saba Learning includes learning capabilities, basic testing and assessment authoring, and content management features. Additionally customers have access to the basic organizational charting features within Cornerstone Saba Cloud, and the available social features (blogs, chat, discussion forums, dynamic network analysis, groups, ideas, resources, collections, and workspaces) and The Intelligent Mentor (TIM) feature. Price is per active user. Access to create Cornerstone Saba Meeting events is also included but the number of Concurrent User licenses (required to support concurrent attendance) is limited.


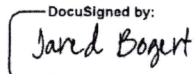
Concurrent users for Cornerstone Saba Cloud Saba Meeting events. Cornerstone Saba Meeting events include meetings, classrooms (for Cornerstone Saba Learning), and webinars. Cornerstone Saba Meeting concurrent users are the total number of users that can attend one or more Cornerstone Saba Meeting events at any given time.

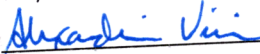
Cornerstone Saba Advanced Testing and Assessments provides additional features for the Testing and Assessment tool that is available in Cornerstone Saba Learning, Cornerstone Saba Core Learning, Cornerstone Saba Extended Enterprise Learning, Cornerstone Saba Recruiting, and Cornerstone Saba Pulse 360. There is no limit to the number of tests or surveys that can be created.

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:

Customer		Cornerstone OnDemand, Inc.	
Signature :		Signature :	 DocuSigned by: Jared Bogert CE9AD7BE41C6455
Name:	Nathan Magsig	Name:	Jared Bogert
Title:	Chairman, Board of Supervisors	Title:	GVP, Sales
Date:	10/22/2024	Date:	9/20/2024

ATTEST:
 BERNICE E. SEIDEL
 Clerk of the Board of Supervisors
 County of Fresno, State of California
 By  Deputy

Order Validation
 DocuSigned by:
 Order Validation
 66645E408552483...