

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
CORNERSTONE ONDEMAND, INC.**

THIS AGREEMENT, entered into this 31st day of October, 2006, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and CORNERSTONE ONDEMAND, INC., hereinafter called "Contractor" or "Cornerstone";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of implementing a countywide training management system (also called Learning Management and Content Management System).

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Definitions

"County or Client" means the County of San Mateo and **"Contractor"** means Cornerstone OnDemand, Inc.

"Active User" means, in a given calendar month, a user established on the Software (defined below) with a designation of "active" at any time during that month.

"Affiliate" means a party that partially or fully controls, is partially or fully controlled by, or is under partial or full common control with, County.

"Confidential Information" means non-public information of Cornerstone or County to which the other party may have access, including, but not limited to, any Product (defined below), which information a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" by the Disclosing Party (defined below). "Confidential Information" does not include information whereby it can be established conclusively by the Receiving Party (defined below) that such Confidential Information: (i) was publicly known prior to the time of disclosure by the Disclosing Party; (ii) becomes publicly known after disclosure by the Disclosing Party through no wrongful action or omission of the Receiving Party or any of its employees, contractors, or agents; (iii) was already rightfully in possession of the Receiving Party at the time of disclosure by the Disclosing Party; or (iv) is independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information. **Furthermore, "Confidential Information" does not include any information required by law to be publicly disclosed.**

"Content" means any and all web-based courses, instructor-led training, and/or just-in-time training licensed by or on behalf of County and/or any of its Active Users

directly from Cornerstone; provided, however, that Content shall not include any Excluded Content (defined below).

"Custom Software" means any and all Software (defined below) that has been modified in any way at the request of County.

"Disclosing Party" means a party that discloses Confidential Information.

"Documentation" means any and all implementation materials or other printed or electronic materials provided by Cornerstone to County or made available by Cornerstone to County, subsequent to the Effective Date (defined below), which relate to County's use of the Software (defined below).

"Excluded Content" means any and all web-based courses, instructor-led training, and/or just-in-time training hosted by Cornerstone, but are licensed by County directly from a third party or are proprietary content of County.

"Implementation" means Cornerstone's initial implementation, deployment, and training relating to the Software (defined below).

"Intellectual Property Right" means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising under the laws of the United States or any other jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.

"Products" means any and all Content, Documentation, Services (defined below), work product resulting from Services, and Software (defined below).

"Receiving Party" means a party other than Cornerstone or County that receives Confidential Information from a Disclosing Party.

"Service" means any service rendered by Cornerstone to County, including, but not limited to: (i) licensing and/or hosting of the Software (defined below); (ii) licensing, hosting, delivery, and/or distribution of Content and/or Excluded Content; (iii) provision of second tier customer and/or technical support for the Software; (iv) provision of training; (v) development and licensing of Custom Software; (vi) implementation of the Software; and/or (vii) any consulting service.

"Software" means: (i) any and all software on which Cornerstone operates, including all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as Custom Software; (ii) Cornerstone's proprietary, ASP-managed platform, or any variation thereof, providing County with a human capital management portal configured for some or all employees of County. "Software" includes neither Content nor Excluded Content.

2. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A— Professional Implementation Services

Exhibit B— Schedule of Fees for Year 1, Year 2, and Year 3

Exhibit C – Description of Products and Services

Exhibit D – List of 30 Departmental (Organizational Unit) Administrators and 5 County Administrators - List of names to be provided by County
Attachment I—504 Compliance

3. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B", Contractor shall provide all Products purchased by the County and perform all services in accordance with the terms, conditions and specifications set forth herein and in Exhibits "A, B, & C".

Any and all Services shall be provided in a manner consistent with general industry standards reasonably applicable to the provision thereof. As of October 31, 2006 the County has purchased Products according to the prices and quantities set forth in Exhibit B.

4. Cornerstone's Obligations

- a) Support. Cornerstone shall provide the following types of support to County:

Administrative/User Support. Cornerstone shall provide second level asynchronous support for up to five (5) of Countywide system administrators and thirty (30) departmental-specific system administrators whose names are set forth on Exhibit D. County acknowledges that its Active Users will initially contact County's internal administrators and/or help desk for first level support. If the administrator/help desk cannot resolve the issue, a County administrator (but not the Active User) may contact Cornerstone support via email, or phone.

Response Times. Cornerstone will respond to each request for corrective maintenance (which excludes requests for new or enhanced functionality or design ideas) based upon the priority of the problem, as set forth below:
Priority 1—A problem such that (i) the Cornerstone URL (<http://corporate.cornerstone.com>) produces no results or (ii) County's authorized users cannot login to Cornerstone after repeated attempts. Cornerstone will respond to a Priority 1 notice within four (4) hours of notice thereof and will continue its efforts to resolve the problem without interruption; provided, however, that Cornerstone will use all commercially reasonable efforts to resolve the problem or provide a reasonable workaround within six (6) hours after notice thereof.

Priority 2—A significant technical problem that relates to the functionality of the Software and precludes productive use of a portion of the Software. Cornerstone will respond within twelve (12) business hours of notice thereof and will continue its efforts to resolve the problem without interruption during Cornerstone's normal business hours; provided, however, that Cornerstone will use all commercially reasonable efforts to resolve the problem or provide a reasonable workaround within three (3) business days after notice thereof.

Priority 3—An inconvenient technical problem that does not affect the productive use of the Software. Within a reasonable time period, Cornerstone will use all commercially reasonable efforts to resolve the problem with changes to Documentation or in a future release.

Priority 1 Technical Support. Cornerstone will make a toll-free telephone number available to County solely for the purpose of reporting Priority 1 technical issues with the Cornerstone Software to Cornerstone outside of normal business hours (7:00 a.m. to 6:00 p.m. Pacific Time, Monday through Friday, excluding national holidays).

- b) Cornerstone Service Level Standards. Cornerstone will provide at least 99.5% availability per calendar month to Software (excluding reasonable and scheduled maintenance periods).
- c) Remedy. In the event that Cornerstone has not complied in all material respects with its obligations set forth in Section 4(a) or Section 4(b) above, then, for each calendar day thereafter that Cornerstone has not so complied, County will be entitled, as its sole and exclusive remedy therefore, to a payment from Cornerstone or credit against the next bill equal to 1/365th of the amount of the annual fees for Software as indicated on Schedule B below, and subject to Sections 4(d) (County Assistance) and 22(1) (Force Majeure) below.
- d) County Assistance. County 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 obligations hereunder. In no event shall Cornerstone be responsible or liable for any errors, bugs or other problems caused by hardware or software not provided by Cornerstone.

5. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A, B, and C", except as otherwise expressly agreed to by the parties in writing, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed SIX HUNDRED SIXTY FOUR THOUSAND NINE HUNDRED DOLLARS, (\$664,900.00) over the course of **three years**. Awarding this contract does not ensure that the County will spend the total amount of this Agreement. County is not obligated to purchase any specific amount of services, except the following (as set forth in the Schedule of Fees): the Learning Management System (for three years); Professional Implementation/Deployment Services; Integration – One Way Feed from HRIS; Historical Data Load; and Initial Training, except as allowed under the Termination clause.

6. Software License

Grant. Subject to the terms and conditions of this Agreement, and solely for the Term, Cornerstone hereby grants to County a worldwide, nonexclusive, non-sublicensable, non-transferable limited license to use the Software ordered and paid for by County solely as a human capital management system as set forth in Documentation and this Agreement.

Restrictions. In no event shall County or its employees, contractors, agents, or Affiliates use or deploy any of the Products: (i) in violation of applicable laws, rules or regulations; (ii) for commercial exploitation; or (iii) for any reason other than for the Products' intended purpose as set forth in the Documentation and/or this Agreement. Further, County shall not, and shall cause its employees, contractors, agents and Affiliates not to: (i) copy all or any portion of the Products; (ii) modify, translate or create any derivative works based upon any of the Products; (iii) reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from any of the Products or any part thereof; (iv) make any of the Products available to any unauthorized third parties; (v) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer any of the Products; (vi) perform, or release the results of, benchmark tests or other comparisons of any of the Products with other software, services, or materials; (vii) permit any of the Products to be used for or in connection with any facility management, service bureau or time-sharing purposes, services or arrangement, or otherwise used for processing data or other information on behalf of any third party; or (viii) use any of the Products other than in accordance with the terms and conditions of this Agreement. In the event of any violation of this Section 6, Contractor may immediately terminate this Agreement, in addition to any of its other remedies available at law or in equity.

Proprietary Rights. Except for the limited licenses expressly granted herein, as between the parties, Contractor will and does retain all rights, titles and interest (including, without limitation, all Intellectual Property Rights) in and to all of the Products and all derivatives, modifications or enhancements to any of the Products. County agrees, at Contractor's sole cost, to take any action reasonably requested by Contractor to evidence, maintain, enforce or defend Contractor's Intellectual Property Rights to the extent such action relates to County's use of the Software. County shall not take any action to jeopardize, encumber, limit or interfere in any manner with Contractor's or its licensors' ownership of and rights with respect to any of the Products. All rights relating to the Products not expressly licensed to County hereunder are hereby expressly reserved by Contractor

License Covers all Current and Future County Users. Subject to all of the other terms and conditions of this Agreement, County may allow any Affiliate to license and use the Software and/or Services provided by this Agreement, subject to the maximum number of Active Users set forth in this Agreement; provided, however, that County shall be responsible for the payment of all fees and costs associated therewith, shall

ensure the compliance by any such Affiliate and its end users with the terms and conditions of this Agreement, and shall be responsible for any breach of such terms and conditions by such Affiliate and/or its end users.

7. Term, Renewal, and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 31, 2006 through October 31, 2009 (the Initial Term) with the right of the County, in its sole discretion, to extend the contract to October 31, 2010 or October 31, 2011. Prices shall remain constant for the first five (5) years of the Agreement. Thereafter, Software fees shall not increase by more than five percent (5%) per annum.

Termination.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement, with the exception of Products, shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Immediately following the termination of this Agreement, County shall cease using all Products and shall return to Contractor all Documentation (as defined in Section 1 of the Agreement) and Confidential Information provided or made available to County (or, at Contractor's option, certify in writing that all Documentation and Confidential Information (as well as all copies thereof) have been destroyed. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

- a) Material Breach. Without limiting any other rights or remedies that either party may have at law or in equity, either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder (other than payment obligations), and such breach has not been materially cured within forty-five (45) days of its receipt of written notice describing the breach in reasonable detail. In the event a payment obligation is breached, the non-breaching party may terminate this Agreement, without limiting any other rights or remedies that such party may have, if the breaching party has not cured such payment breach within ten (10) days after it has received written notice of such breach.
- b) Bankruptcy Events. Either party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not

discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.

8. Availability of Funds

The County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after the County learns of said unavailability of outside funding.

9. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

10. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) or any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

The County shall indemnify and save harmless Contractor, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including the County, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) or any sanctions, penalties, or claims of damages resulting from County's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not

limited to that caused by the concurrent active or passive negligence of Contractor, its officers, agents, employees, or servants, resulting from the performance of any work required of the County or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which Contractor has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of the County to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

11. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without the County's prior written consent shall give County the right to automatically and immediately, upon discovery, terminate this Agreement. County hereby consents in writing to allow Data Return, a contractor of Contractor, to protect, secure, host, and/or manage County's Active User data.

12. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by County Risk Management, and Contractor shall use diligence to obtain such issuance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) Worker's Compensation and Employer's Liability Insurance

The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and Contractor will comply with such provisions before commencing the performance of the work of this Agreement.

(2) Liability Insurance

The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

Comprehensive General Liability	\$1,000,000
Motor Vehicle Liability Insurance	\$1,000,000
Professional Liability	\$1,000,000

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the County of San Mateo at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

13. Compliance with laws; Payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations,

provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

14. Non-Discrimination and Other Requirements

- A. Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to:
1. termination of this Agreement;
 2. disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 3. liquidated damages of \$2,500 per violation;
 4. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph

against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

15. Compliance with Contractor Employees Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

16. Retention of Records, Right to Monitor and Audit

- (a) Contractor shall maintain all required records for three (3) years after the County makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.
- (b) Reporting and Record Keeping. Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by the County.
- (c) Contractor agrees to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local

statutes, rules and regulations, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

17. Merger Clause

This Agreement, including Exhibits A, B, C and D attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement or specification in any exhibit and/or attachment to this Agreement, the provisions of the body of this Agreement shall prevail. Any prior agreements, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the parties.

18. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California.

19. Disclosure of Confidential Information.

- a) Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties, except as mandated by law (including, but not limited to, the Public Records Act); (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 for three (3) years after termination of this Agreement.
- b) Remedies. 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 equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

20. Disclaimers of Warranties

- a. General. Except to the extent expressly provided for in this Agreement, the products are provided "As Is," and the County's use of the products is at its own risk. Except to the extent expressly provided for in this Agreement, Cornerstone does not make, and hereby disclaims, any and all warranties, whether implied or express, including, but not limited to,

warranties of merchantability, fitness for a particular purpose, and any warranties arising from a course of dealing, usage or trade practice. Except as set forth in the Service-Level Agreement in Section 4 above, Cornerstone does not warrant that the products will be uninterrupted, error-free, virus-free, or completely secure.

b. Internet. The products are subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Except for the failure to maintain the Service-Level Agreement set forth in Section 4 above, Cornerstone is not responsible for any delays, delivery failures, or other damage resulting from such problems.

c. Liability.

1. Limitation of Liability. Cornerstone will not be liable for lost profits, lost revenue, lost business opportunities, loss of data, interruption of business, providing replacement software or services, or any other indirect, special, punitive, incidental or consequential damages arising out of or related to this Agreement regardless of the theory of liability, even if it has been advised of the possibility of such damages. The parties acknowledge that the fees agreed upon between County 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.

2. Maximum Liability. Cornerstone's maximum aggregate liability to County pursuant to this Agreement, including, without limitation, pursuant to Section 10, will be limited to the greater of: (I) Total amount of the software fees paid to Cornerstone by County hereunder for the twelve-month period immediately preceding the date the cause of action arose; or (II) The sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00). The existence of more than one claim shall not expand such limit.

21. Jurisdiction

Cornerstone and the County 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 San Mateo, and Cornerstone and the County hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

22. Miscellaneous Provisions

1. *ForceMajeure.* Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
2. *Counterparts; Facsimile.* This Agreement may be executed in any number of counterparts and in facsimile, each of which shall be an original but all of which together shall constitute one and the same instrument.
3. *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 they shall not be construed as conferring any rights on any other persons.
4. *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.
5. *Independent Contractors.* County and Cornerstone are independent entities, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between County and Cornerstone. Each party understands that they do 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.
6. *Headings.* The headings of the sections of this Agreement are for convenience only and do not form a part hereof, and in no way limit, define, describe, modify, interpret or construe its meaning, scope or intent.
7. *No 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.
8. *Non-Solicitation.* For the duration of this Agreement, and for a one-year period from the date of the termination of this Agreement, the County's Information Services Department shall not: (i) solicit for employment or engagement, directly or indirectly through any other entity, any then

current employee of Cornerstone; or (ii) solicit or attempt to convince any customer or vendor of Cornerstone to terminate its relationship with Cornerstone. If the County's Information Services Department breaches any of its obligations in this section, Cornerstone shall be entitled to equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

23. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United State mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

Teresa Henderson
Training and Development Manager
San Mateo County Human Resources Department
455 County Center
Redwood City, CA 94063

In the case of Contractor, to:

Adam J. Weiss
General Counsel
Cornerstone OnDemand, Inc.
1601 Cloverfield Boulevard, Suite 620
Santa Monica, California 90404

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

Cornerstone OnDemand, Inc.



Contractor's Signature

Date: 10-9-06

EXHIBIT A
Professional Implementation Service

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Deliverables

- Configuration Guide – Custom
 - Future State Workflows and Structure
 - Organizational Unit (OU) Structure
 - Permissions and Roles
- Preliminary Data Request (PDR)
 - Example Data Feeds
 - Excel-based Template
 - Detailed Cornerstone Inbound Data Feed Specifications (Data Feed 2.0_Inbound_Web Services OR Data Feed 2.0_Inbound_FTP)
- County Portals Configured
 - Stage, Pilot, and Live
 - Per County Specification
- User Acceptance Test Scripts – Custom
- Trained Staff on Roles
 - Project Team: Introductory Training – Onsite, 3 days
 - System Administrator(s): Configuration Guide – Custom; Training – Custom & Remote; and Standard Administrator Guide
- Reviewed Application Configurations with System Administrator(s)
 - Configuration Check List
 - Promote-to-Live Authorization

Timeline and Delivery

A Professional Implementation project will take from 15 to 25 business days and will be conducted remotely by Cornerstone.

Phase	Included Hours
Discovery and Planning Phase	24
Design Phase	80
Execution Phase	70
Pilot Phase	24
Training Phase	28
Deployment Phase	14

The end of the Enterprise Implementation project will be defined as the completion of the initial system 'Go-Live'.

Scope of Services

I. Discovery and Planning Phase

1.1 Cornerstone Sales Hand-off Process

- Cornerstone Sales Hand-off Documentation Completed
- Implementation Consultant and Account Manager Assigned

1.2 County Welcome Process

- Welcome Kit Sent to County
- Welcome Call from VP of Consulting Services

1.3 County Activation Process

- County added to CSAM (proprietary Client Service Application Management tracking tool)
- Project Created in Project Tracking System

1.4 Kick-off Meeting

- Formal Kick-off Meeting with County Project Team and Cornerstone PM (Remote)

II. Design Phase

2.1 Configuration Workshop (Remote)

- Review of System Configuration (Settings & Workflow)
- Review of System Integration Requirements
- Required Changes to Configuration Settings Documented – Future Workflow, Configuration Settings

III. Execution Phase

3.1 County Portal Configuration (Remote)

- Configuration Changes Applied to System (i.e., OU's, Email triggers)
- System Integration Configured – 1 Inbound Data Feed, 1 System, Per Cornerstone Specification (Data Feed 2.0_Inbound_Web Services OR Data Feed 2.0_Inbound_FTP)
- Historical Data Load – Transcript data for the following learning objects – Online Courses, Event/ILT Session, and External Training (Completed Records Only). County will provide historical data per Cornerstone Specification (Historical Data Loads v1.3). Learning objects NOT included in scope – Certifications, Succession Planning, Performance Management, Career Profile and Knowledge Bank.
- Create Customized Configuration Guide

3.2 County Portal Testing & Validation (Remote)

- System Configuration Tested Utilizing Custom Scripts

- System Integration Tested – 1 Inbound Data Feed, 1 System, Per Cornerstone Specification (Data Feed 2.0_Inbound_Web Services OR Data Feed 2.0_Inbound_FTP)
- Historical Data Load Tested – Transcript data for the following learning objects – Online Courses, Event/ILT Session, and External Training (Completed Records Only). County will provide historical data per Cornerstone Specification (Historical Data Loads v1.3). Learning objects NOT included in scope – Certifications, Succession Planning, Performance Management, Career Profile and Knowledge Bank.
- All Issues Logged in CSAM

IV. Pilot Phase

4.1 Pilot Portal Creation

- County Pilot Portal Created

4.1 Pilot Portal Assessment (Remote)

- Custom User Acceptance Test Scripts Provided
- All Issues Logged in CSAM
- Administrator Training Scheduled

V. Training Phase

5.1 Administrator Training (Onsite, 3 days)

- Custom Configuration Guide
- Standard Administrator Guide
- Administrator Training Class – Custom
- Administrator Training Sign-off and Feedback

VI. Deployment

6.1 System Review

- Completed Configuration Check List

6.2 System Go-Live (Remote)

- Promote-to-Production Authorization Obtained
- Initial Go-Live Scheduled
- Provide Go-Live Day Support (Initial Only)

County Team Roles

Executive Champion

- Endorse the solution.
- Serve as the Relationship Manager for the Cornerstone Account Manager
- Monitor project status and ensure resource commitments are met.
- Approve the Rollout Plan and Configuration.
- Resolve High Level Issues / Risks.

Project Manager

- Manage project staffing and milestones.
- Ensure completion of project deliverables.
- Manage the Rollout Plan.

Systems Lead

- Responsible for completing Preliminary Data Request (PDR).
- Responsible for ensuring proper systems integration.
- Provide County specific reporting examples.

System Administrator(s)

- Become self-sufficient in product administration.
- Become responsible for any configuration changes after the implementation.
- Serve as a primary point of contact for Cornerstone Customer Care after the implementation.

Business Unit Representatives

- Provide business unit specific knowledge regarding data and roll-out requirements.
- Participate in configuration reviews.

Change Management

- Manage change management and communication plans.
- Train end users.

Exhibit B
Schedule of Fees
For Year 1, Year 2, and Year 3

Service/Fees Description	Year 1	Year 2	Year 3
Annual License Fees*:			
License Fees – Based on 6,700 Users, it includes: Cornerstone OnDemand’s Learning Management System with certification/CEU tracking capability, Instructor-Led Module, Performance Management, Analytics Module, Tuition Reimbursement Module, and Succession Planning.	\$160,800	\$160,800	\$160,800
Annual Maintenance and Support	Included	Included	Included
Content Mgmt System License Fee @ \$3,000 per user per year (based on 10 users)	30,000 (optional)	30,000 (optional)	30,000 (optional)
Estimated Total cost of annual licensing	\$190,800	\$190,800	\$190,800
Infrastructure, implementation, and training costs*:			
Professional Implementation/Deployment Services**	30,000	-	-
Integration – One Way Feed from HRIS	7,500	-	-
Historical Data Load	5,000	-	-
Initial Training Up to 10 Trainees - Onsite	5,500	-	-
Consulting Services @ \$200/hr (50 hours)	10,000 (optional)	-	-
Future enhancements, customizations, integration, training, or consulting services as requested by the County (up to 60 hours)	11,500 (optional)	11,500 (optional)	11,500 (optional)
Estimated Total Infrastructure, implementation, and training costs	69,500		

Total for year	\$260,300	\$202,300	\$202,300
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Notes:

*These non-refundable fees are invoiced on the Effective Date and each anniversary thereafter, as applicable (notwithstanding, the optional fees shall be invoiced if and when those services are ordered by County). Prices shall remain constant for the first five (5) years of the Agreement. Thereafter, Software fees shall not increase by more than five percent (5%) per annum. Any and all reasonable travel expenses arising from and/or relating to current or future Implementation and/or Consulting Services performed by Cornerstone, including, but not limited to, airfare, lodging, meals, and ground transportation, shall be reimbursed by the County, so long as such expenses do not exceed the total payment for services under this Agreement as set forth below.

**In connection with the Implementation, County shall provide the necessary resources to scope the Implementation and shall also: (i) ensure project team attendance and active participation during all phases of the Implementation project and all status meetings; (ii) formally accept (sign-off) all key deliverables and Implementation Services; (iii) manage project staffing and milestones; (iv) manage project status and ensure completion of County project deliverables; (v) participate in configuration reviews; (vi) identify training attendees and ensure their availability; (vii) validate and ensure available technical environment (high speed web access for all attendees during the training session); (viii) review User Procedures with Training attendees; (ix) become self-sufficient in product administration; (x) maintain responsibility for any configuration changes after the Implementation; (xi) provide a primary point of contact for Contractor after the Implementation; (xii) ensure proper communication to end-users during Implementation in preparation for rollout; and (xiii) manage change management, communication, and rollout plans. Contractor and County agree that: (i) County Implementation requests or requirements beyond the scope of the Implementation process described in Exhibit A, and/or (ii) County decisions that cause delays in Implementation, shall be subject to a change order.

Invoices and Payment. Cornerstone shall deliver monthly invoices, including a summary of all transactions conducted through Cornerstone with respect to such month, to the County for the fees set forth in this Agreement. Payment of fees will be due within 30 days after the receipt of invoice, except where this Agreement prescribes different payment dates. All payments must be made in U.S dollars. Late payments hereunder will accrue interest at a rate of 1½% per month, or the highest rate allowable by law, whichever is lower. In any event, the total payment for services under this Agreement shall not exceed SIX HUNDRED SIXTY FOUR THOUSAND NINE HUNDRED DOLLARS, (\$664,900.00) over the course of **three years**. Awarding this contract does not ensure that the County will spend this entire amount. County is not obligated to purchase any specific amount of services, except the following (as set forth in the Schedule of Fees): the Learning Management System (for three years); Professional Implementation/Deployment Services; Integration – One Way Feed from HRIS; Historical Data Load; and Initial Training.

The County will have the right to withhold payment if the County determines that the quantity or quality of work performed is unacceptable.

Consulting Services – invoiced monthly at \$200/hour in accordance with an associated Statement of Work.

Exhibit C

Products and Services Description

Standard Functionality

Home

- Welcome: The Welcome page is personalized to give each user access to relevant system information, and may be configured by Organizational Unit.
- Edit Preferences: Users may edit limited personal details, such as email address, Cornerstone Enterprise password, and vacation status.

System Admin

- Corporate Preferences: Define the look and feel of Cornerstone Enterprise to fit the culture of your enterprise. Administrators can also set up support information and define their fiscal year end date to facilitate reporting.
- Users: A complete list of every user registered with Cornerstone Enterprise, this function is useful to look up individual users or groups of users. In this section it is also possible to see which rights a user has and which users have certain rights.
- Email Administration: Enables administrators to configure emails based on a number of pre-defined email triggers.
- Organizational Units: Enables the creation and editing of hierarchically-based organizational units (OUs), such as divisions, positions, and cost centers. Enables the creation of groups which combine other organizational units into custom OUs. Once established, many system preferences can be configured by OU.

Learning Management System

Learning Management

- View Your Transcript: In the Transcript, users can launch and manage all training, as well as view complete training histories.
- Events Calendar: This calendar is a graphical representation of all the events available to the user in their specific location from which he/she can view, request, and assign an event. They are also able to view, request, and assign events in other locations or regions.
- Proxy Enrollment: Administrators may assign or enroll groups of users into any training item. Administrators may also enroll users retroactively into past instructor-led events that were not entered into Cornerstone Enterprise for some reason.
- Certification/CEU Tracking

Knowledge Management

- Knowledge Bank: This central message board is highly configurable and controllable to allow users to contribute his/her knowledge to topics defined by administrators. Topics

can be controlled by rights or location within the enterprise hierarchy. Files may be attached to postings, and administrators may edit or delete postings. Users may submit questions via this message board to administrator-defined experts.

Reports

- **Track Employees**: This suite of reports focuses on the manager tracking his/her subordinates. Managers can view past and present training requests, as well as viewing their subordinates' transcripts, employee records, and test scores.
- **Training Reports**: Depending on rights, this suite of reports shows generalized training information for either the entire enterprise or just the division of the person running the reports. Reports can also be run for content providers, incomplete training, required training status, and total aggregate training hours.
- **Billing Reports**: Administrators can view the billing reports to track costs for the enterprise as a whole, or for their cost center or division. Billing reports are controlled by rights, so users only see reports granted to them by administrators. The reports summarize transactions by provider, user, cost center, or manager.

System Admin

- **Catalog Management**: Catalog manager is used to define corporate access to subject areas and to select training providers for online and instructor-led training. Manage recent entries into the course catalog and associate them with subjects relevant to the learning objectives of your organization.
- **Knowledge Bank**: Administrators use this tool to personalize the knowledge bank, including adding topics and defining user roles and rights.
- **Curriculum Manager**: The Curriculum Manager enables authors to group training into sequenced required and elective training curricula. Curriculum owners can manage the curriculum worksheets of individual users, enabling the owners to make exceptions regarding required training for individual users and/or marking curriculum components as complete.

Instructor-Led Training Module

ILT

- **Manage Events and Sessions**: The starting point for instructor-led training management. Administrators see a list of events with a listing of how many tentative, confirmed, and completed sessions belong to each event. Waitlists, exception requests, and interest tracking also are monitored from this page.
- **Create Sessions**: Create sessions for specified events. Each session may consist of multiple parts, which may have their own separate location, equipment, and instructors. Select registration deadline, charge date, price, availability, and other options.
- **Facilities and Equipment**: Manage and track facilities used for instructor-led training sessions, as well as the equipment used in each location. Administrators may also view room usage graphs to compare occupancy times across facilities.
- **Vendors and Instructors**: Administrators use this feature to maintain proper records on vendors and instructors, as well as to activate and inactivate vendors and instructors as

enterprise training needs change. They can also enter detailed instructor profile information, as well as view a calendar of scheduled courses per instructor.

Reports

- **ILT Admin Reports:** These are the reports for the instructor-led training interface of Cornerstone Enterprise. The reports focus on traditional classroom-based metrics of attendance, withdrawal and cancellation, and request status.

Performance Management System

Performance Management

- **Competency Management:** The Competency Management System automatically administers personalized 360-degree online assessments to determine employee competency gaps. Based upon the assessment results, employees are dynamically prescribed the appropriate training necessary to close these gaps. Employees can evaluate their current competency profiles against other jobs in the organization.
- **Goals:** Create an enterprise-wide cascading goal hierarchy, and track the progress of individual goals as they relate to their parent goals.
- **Performance Reviews:** The performance review system enables periodic performance reviews as well as interim comments from managers.
- **Development Plans:** Users may create objective-based development plans and attach training to fulfill these objectives. Administrators can create templates from which users may base their plans.

System Admin

- **Performance Management:** This set of preferences defines the presentation of performance management to the user. Administrators can define an entire competency model and scale, as well as add, edit, or remove training associated with competency items. Also in this section, administrators can define through what manager relationship the development plan approvals should be routed.

Reports

- **Performance Reports:** These are the reports for Cornerstone Enterprise Performance.

Succession Planning System

Succession Planning

- **Career Profiles:** Cornerstone Enterprise allows employees to build and maintain personal profiles, including information on licenses, certifications, awards, education, professional roles, and skills. These profiles can be utilized for team building across the enterprise.
- **Team Builder:** Harnessing the user profiling feature of Cornerstone Enterprise, managers and administrators can generate workgroups and teams on the basis of any combination of competency assessment scores, education level, professional roles, skills, and job level.

- **Candidate Search:** This internal recruiting tool enables basic and advanced searches for candidates who meet specified criteria to fill open positions.
- **Candidate Tracker:** The Candidate Tracker helps automate the workflow surrounding the screening of potential candidates identified through the Candidate Search tool.
- **Talent Management Planner:** The Talent Management Planner provides a group of tools for managers to identify high potential employees and potential successors within their immediate organizational structure.

System Admin

- **Task Management:** This tool allows administrators to create succession planning tasks for selected users. Also, administrators can define what attributes will comprise the career profile.

Reports

- **Talent Reports:** A number of talent management and succession planning reports are available.

Content Management System

- **Course Publisher:** The Course Publisher enables authors to publish industry-compliant proprietary content directly into the Cornerstone Enterprise catalog.
- **Asset Importer:** Authors can manage content assets through the Asset Importer, providing for the storage and retrieval of assets used in content development.
- **Module Builder:** Authors can create training modules utilizing existing assets through a WYSWYG tool.
- **Course Builder:** Authors can arrange modules into courses for publication.
- **Test Engine:** The Cornerstone Enterprise Test Engine enables authors to create questions and configurable tests. Tests can be randomly generated by the system based from a defined pool of questions.

Analytics Module

- **Custom Reports:** The Custom Reporting Engine enables the generation of an unlimited number of ad hoc reports utilizing a wide range of criteria. Custom report criteria can be saved and shared with other Cornerstone Enterprise users.

Tuition Reimbursement

- **Manage/Track the County's Tuition Reimbursement Program.**
- **Cornerstone, upon completion of the design of the Tuition Reimbursement module, will make this module available for County's use at no additional cost.**

Other Products & Services Available to County:

Content – available through Cornerstone at market prices, according to an applicable Content Purchase Addendum.

San Mateo County LMS/LCMS Departmental System Administrators

Org Number	Department Name	LMS/LCMS Dept System Administrator Name	LMS/LCMS Dept System Administrator V-mail/E-mail
11000	Board of Supervisors/County Manager	Joanne Ward	(650) 363-4122/JMWARD@CO.SANMATEO.CA.US
13000	Assessor-Co Clerk-Recorders	TBD	
14000	Controller's Office	Gina DiGualco	
15000	Tax Collector/Treasurer	TBD	
16000	County Counsel	Angel Puckett	(650) 363-4679/ APUCKETT@CO.SANMATEO.CA.US
17000	Human Resources	Donna Karmouche Noel Coloma BelleSierra	650-363-4345/DKARMOUCHE@CO.SANMATEO.CA.US 650-363-4948/NCOLOMA@CO.SANMATEO.CA.US 650-363-4329/BSIERRA@CO.SANMATEO.CA.US
17300	Public Safety Communications	TBD	
17400	Revenue Services	TBD	
18000	Information Services	Kathleen Boutte Foster	650-599-7397/KBFOSTER@CO.SANMATEO.CA.US
19000	First 5 San Mateo County	TBD	
20000	Retirement Office	TBD	
22000	Courts	Rose Rushworth Helen Alfassa	(650) 599-7454/RRUSHWORTH@SANMATEOCOURT.ORG (650) 599-7466/HALFASSA@SAMATEOCOURT.ORG
25000	District Attorney	Peter Lynch	650) 599-7327/PLYNCH@CO.SANMATEO.CA.US
25600	DA/Family Support		

Org Number	Department Name	LMS/LCMS Dept System Administrator Name	LMS/LCMS Dept System Administrator V-mail/E-mail
26000	Dept of Child Support Services	Rita Cortes Ignacio Guerrero Sherrie Ramos	650-363-1910/RCORTES@CO.SANMATEO.CA.US 650-363-4842/IGUERRERO@CO.SANMATEO.CA.US
30000	Sheriff's Office	William Bonifacio Dennis Ryan Phil Bissada	
32000	Probation	TBD	
33000	Coroner's Office	TBD	
35000	Environmental Services Agency	TBD	
35200	Agricultural Commissioner /Sealer	Ronald Pummer	(650)-363-4700/RPUMMER@CO.SANMATEO.CA.US
35700	LAFCO	TBD	
37000	Library	TBD	
38000	Planning	TBD	
39000	Parks	Gary Lockman	(650) 363-1881/GLOCKMAN@CO.SANMATEO.CA.US
45000	Public Works	Marney Taylor	(650)-599-1451/MTAYLOR@CO.SANMATEO.CA.US
55000	Health Administration	Arthur Morris Lorraine Lew	(650)-573-2761/AMORRIS@CO.SANMATEO.CA.US
57000	Aging and Adult Services	TBD	
59000	Environmental Health	Lorraine Lew	(650)-363-4723/LLEW@CO.SANMATEO.CA.US
60000	Food Services	TBD	
61000	Mental Health	TBD	
62000	Public Health	TBD	
63000	Correctional Health	William Taylor	(650)-599-7340/WTAYLOR@CO.SANMATEO.CA.US

Org Number	Department Name	LMS/LCMS Dept System Administrator Name	LMS/LCMS Dept System Administrator V-mail/E-mail
64000	Aids Program	TBD	
66000	Hospital and Clinics	Heather Ruiz	(650)-573-2101/HRUIZ@CO.SANMATEO.CA.US
70000	Human Services Agency	Amy Kaiser Marissa King	(650)-802-7961/AKAISER@CO.SANMATEO.CA.US (650) 802-6431/MAKING@CO.SANMATEO.CA.US
79000	Department of Housing	TBD	

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Cornerstone OnDemand, Inc.	Phone:	310-752-0200
Contact Person:	Perry Wallack	Fax:	310-752-0143
Address:	1601 Cloverfield Blvd., Suite 620 Santa Monica, CA 90404		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
- offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
- Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for less than \$5,000.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
- the contract is for less than \$100,000
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Perry A. Wallack
Signature

Perry A. Wallack
Name

10/12/06
Date

CFO
Title

ATTACHMENT

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Adam Weiss

Name of 504 Person - Type or Print

Cornerstone On Demand, Inc.

Name of Contractor(s) - Type or Print

1601 Cloverfield Blvd., #620

Street Address or P.O. Box

Santa Monica, CA 90404

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

B. D. Wallace
Signature

CFO

Title of Authorized Official

10/12/06

Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID KD
CYBER-6

DATE (MM/DD/YYYY)
10/13/06

PRODUCER
Kaercher Campbell & Associates
1840 Century Park East. #1100
Los Angeles CA 90067
Phone: 310-556-1900 Fax: 310-556-4702

INSURED
Cornerstone On Demand
Perry Wallack
2850 Ocean Park Suite 225
Santa Monica CA 90405

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Federal Insurance Company	20370
INSURER B:	Employers Compensation Ins. Co	
INSURER C:	Federal Insurance Company	20370
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY	35815104	01/01/06	01/01/07	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		GENERAL AGGREGATE	\$ 2,000,000				
						PRODUCTS - COMP/OP AGG	\$ 1,000,000
A		AUTOMOBILE LIABILITY	74989783	01/01/06	01/01/07	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
<input checked="" type="checkbox"/> NON-OWNED AUTOS							
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY	79832687	01/01/06	01/01/07	EACH OCCURRENCE	\$ 2,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 2,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ -0-					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	B11414 (CALIFORNIA)	01/01/06	01/01/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A		OTHER	Commercial Crime	35815104	01/01/06	01/01/07	\$ 300,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

D&O/EPLI \$2,000,000 - Federal Ins Co. Pol# 680020418 1/1/06-07
 Professional Liability \$2,000,000 Federal Ins Co Pol #35815104 1/1/06-07
 Fiduciary Liability \$1,000,000 Federal Ins Co Policy #68020418 1/1/05-06
 CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS OPERATIONS PERFORMED BY INSURED.

CERTIFICATE HOLDER

SANMATE

City of San Mateo
Bella Sierra
222 West 39th Ave
San Mateo CA 94063

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Patty Davis