



AMENDMENT NUMBER ~~THREEFOUR~~
TO CONTRACT NUMBER MA-017-18011398

BETWEEN
THE COUNTY OF ORANGE
AND
CORNERSTONE ONDEMAND, INC.
FOR
INTEGRATED TALENT MANAGEMENT SYSTEM (ITMS)

This Amendment ~~ThreeFour~~, hereinafter referred to as “Amendment”, is made and entered into upon execution of all necessary signatures between the County of Orange, hereinafter referred to as “County”, and Cornerstone OnDemand, Inc., with a place of business at 1601 Cloverfield Blvd., Suite 620 South, Santa Monica, CA 90404, hereinafter referred to as “Contractor”. County and Contractor may be referred to individually as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, General Services Administration issued Contract # GS-35F-0247V, hereinafter referred to as “GSA”, with Contractor for Information Technology Equipment, Software and Services currently in effect, under which Contractor provides services for a web-based, vendor hosted Integrated Talent Management System (ITMS); and

WHEREAS, Parties entered into Contract # MA-017-18011398, hereinafter referred to as “Contract”, for Contractor to provide County with services for a web-based, vendor-hosted ITMS, effective April 30, 2018 through and including June 30, 2021, in accordance with the terms and conditions of GSA as modified by mutual consent of the Parties; and

WHEREAS, Parties executed Amendment One to amend Attachment B – Compensation & Pricing, Table #3A – Learning Management – Recurring License Fees of Contract to purchase additional learning management licenses; and

WHEREAS, Parties executed Amendment Two to amend Contract to clarify initial Contract term as April 30, 2018 through June 29, 2021 and to extend initial Contract term by one (1) day to end June 30, 2021, at no additional cost to County; and

WHEREAS, ~~Parties Executed Amendment Three to County now desires to~~ amend Contract to revise Attachment B - Compensation & Pricing to remove Korn Ferry in Table #3A – Learning Management – Recurring License Fees, effective July 1, 2020, and to remove all references in the Contract to the Performance Management Module ~~and to add Additional Term and Condition # 51 – Contractor’s Order Form to clarify that the internal business document Contractor uses to document work requested under the Contract does not modify the terms and conditions in the Contract and is non-binding~~ and to add Additional Term and Condition #51 – Contractor’s Order Form to clarify that the internal business document Contractor uses to document work requested under the Contract does not modify the terms and conditions in the Contract and is non-binding; and

WHEREAS, Parties ~~now desire to renew Contract for an additional two (2) additional-years term.~~

NOW THEREFORE, in consideration of the mutual obligations set forth herein, ~~Parties, both County and Contractor~~ agree to amend the Contract as follows:

- ~~1. Contract is renewed for a term of two years, effective July 1, 2021 through and including June 30, 2023. Attachment B – Compensation & Pricing, Section B. Recurring Fees, Table #3A – Learning Management~~

~~—Recurring License Fees is deleted in its entirety and replaced with the following table, effective July 1, 2020:~~

1.

All terms and conditions contained in this Amendment are incorporated by this reference into Contract. This Amendment modifies Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment and Contract, including all previous amendments, the terms and conditions of this Amendment shall prevail. In all other respects, the terms and conditions of Contract, including all previous amendments, not specifically changed by this Amendment remain in full force and effect.

Attachment B – Recurring Fees**TABLE # 3A – LEARNING MANAGEMENT – RECURRING LICENSE FEES**

ITEM	DESCRIPTION	OPTIONAL YEARS						
		PERIOD 1 OF CONTRACT	PERIOD 2 OF CONTRACT	PERIOD 3 OF CONTRACT	PERIOD 4 OF CONTRACT	PERIOD 5 OF CONTRACT	PERIOD 6 OF CONTRACT	PERIOD 7 OF CONTRACT
1	CONTRACT PERIOD	MONTHS 0—14	MONTHS 15—26	MONTHS 27—38	MONTHS 39—50	MONTHS 51—62	MONTHS 63—74	MONTHS 75—86
2	PAYMENT TERM	See Table # 3B Below	MONTH 15 OF CONTRACT	MONTH 27 OF CONTRACT	MONTH 39 OF CONTRACT	MONTH 51 OF CONTRACT	MONTH 63 OF CONTRACT	MONTH 75 OF CONTRACT
3	LEARNING MANAGEMENT MODULE LICENSED	3,000	11,250	16,000	16,000	16,000	16,000	16,000
4	LEARNING MANAGEMENT MODULE LICENSE COST	\$52,230 (\$17.41 P/USER)	\$195,862.50 (\$17.41 P/USER)	\$278,560 (\$17.41 P/USER)	\$291,040 (\$18.19 P/USER)	\$303,840 (\$18.99 P/USER)	\$317,760 (\$19.86 P/USER)	\$332,160 (\$20.76 P/USER)
5	DATA LOAD WIZARD**	\$5,417	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
6	KORN FERRY	N/A	\$92,500	\$0	\$0	\$0	\$0	\$0
7	SKILLSOFT	\$45,000	\$168,750	\$240,000	\$250,880	\$262,080	\$273,920	\$286,240
8	TOTAL AMOUNT	\$102,647	\$462,112.50	\$523,560	\$546,920	\$570,920	\$596,680	\$623,400
**DATA LOAD WIZARD IS APPLICABLE TO ALL MODULES (LEARNING MANAGEMENT)								
*LICENSED USER COUNT MAY BE ADJUSTED BY COUNTY ACCORDING TO TABLE 3C BELOW, AMOUNTS INDICATED ARE NOT TO EXCEED.								

2. ~~Attachment B – Compensation & Pricing, Section A. Non-Recurring Fees, Table # 2 – Performance Management – Non Recurring Fees and Section B. Recurring Fees; Table #4A – Performance Management Recurring License Fees, Table #4B – Period 3 Performance Management Recurring Fees to be Paid as Follows, and Table #4C – Performance Management – License Fee Tier Structure, are deleted in their entirety.~~

3. ~~All reference to Performance Management Module in the Contract including all Attachments and Exhibits are deleted.~~

4. ~~Paragraph “51. Contractor’s Order Form” is added to the Contract’s Additional Terms and Conditions as follows:~~

~~“51. Contractor’s Order Form: Contractor’s template order form (“Order Form”), which is attached hereto as Attachment M, Contractor’s Template Order Form, is Contractor’s internal business document whose sole purpose is to document the specific work that County requests Contractor perform under the Contract. The Order Form, including the non-negotiated terms and conditions, is not a part or amendment of this Contract and is non-binding on County, its employees, and its agents. Any manifestation of assent on the Order Form (including County~~

signature or otherwise) does not represent County's acknowledgement or agreement to any terms and conditions contained in the Order Form."

Paragraph "51. Contractor's Order Form" is added to the Contract's Additional Terms and Conditions as follows:

"51. Contractor's Order Form: Contractor's template order form ("Order Form"), which is attached hereto as Attachment M, Contractor's Template Order Form, is Contractor's internal business document whose sole purpose is to document the specific work that County requests Contractor perform under the Contract. The Order Form, including the non-negotiated terms and conditions, is not a part or amendment of this Contract and is non-binding on County, its employees, and its agents, unless a County signatory signs such Order Form, in which case Contractor may rely on the signed document as a legally binding contract."

5. _____ All terms and conditions contained in this Amendment are incorporated by this reference into the Contract. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever.

---SIGNATURE PAGE FOLLOWS---

SIGNATURE PAGE

Parties hereto have executed this Amendment on the dates shown opposite their respective signatures below.

CORNERSTONE ONDEMAND, INC.*

**If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

_____	_____
<i>Print Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Date</i>

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.*

_____	_____
<i>Print Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Date</i>

COUNTY OF ORANGE, a political subdivision of the State of California

<u><i>Gabriela George</i></u>	<u><i>Deputy Purchasing Agent</i></u>
<i>Print Name</i>	<i>Title</i>
_____	_____
<i>Signature</i>	<i>Date</i>

APPROVED AS TO FORM:
Office of the County Counsel County of Orange, California

Print Name _____ Title

Signature _____ Date

~~Attachment M—Contractor’s Template Order Form~~



Cornerstone OnDemand – ORDER			
Client Name ("Client"):	County of Orange, CA		
Order Effective Date:	[Date of last signature below]		
Master Agreement Effective Date:	4/30/2018		
Quote Number			
Is a <i>new</i> purchase order required for this purchase?*	("No," unless box is checked) [] Yes: PO#		
Primary Client Contact			(714) 834-7333
Client Address (Ship To)	Hall of Administration 10 Civic Center Plaza, Santa Ana, CA, 92701, United States		
Primary Billing (Invoice) Contact	Tyler Piper	tyler.piper@ocgov.com	(714) 834-7333
Client Billing (Invoice) Address	Hall of Administration 10 Civic Center Plaza, Santa Ana, CA, 92701, United States		
Order Start Date:		Order Term/ Order End Date:	

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

Terms and Conditions

This Order is hereby incorporated into and made part of the Master Agreement (sometimes referred to as the Cloud Subscription Agreement or License and Services Agreement or similar name) by and between Client and Cornerstone OnDemand (the "Agreement"). Capitalized terms used, but not otherwise defined, herein shall have the same meanings assigned to those terms in the Agreement. If the term of the Agreement is set to expire prior to the end of the Order term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Product(s)

	One time Fee(s)
Services (see attached Statement of Work)	\$0.00
FIRST YEAR GRAND TOTAL	\$0.00

Invoicing Schedule

Payment terms for this Order shall be net 45 days.

Annual fees are invoiced annually, beginning on the Order Start Date, through the Order End Date. If applicable, the final invoice for annual fees will be prorated as follows: (total number of days in the prorated period / 365) x annual fee. One-time fees are invoiced on the Order Start Date.

Agreed and accepted:

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