

CORNERSTONE ONDEMAND – END USER LICENSE AGREEMENT (“EULA”)

This EULA is by and between the Buyer (also designated as the “Customer”) and the Cornerstone’s entity (“Licensor” or “Cornerstone”) identified in the Order and is amending the terms and conditions of the Standard Contract for AWS Marketplace - 2022 Update (2022-07-14) (the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, Cornerstone will

(a) provide support for the products listed above solely in accordance with the Cornerstone SLA located at:

<https://www.cornerstoneondemand.com/service-level-agreements/>; and

(b) at all times maintain appropriate safeguards for protection and processing of Client data, solely in accordance with Cornerstone’s security and privacy policies and Cornerstone Data Protection Addendum located at: <https://www.cornerstoneondemand.com/dataprotection> (replacing article 7 & the Data Processing Addendum)

(c) provide its Products and Services in accordance with the applicable Order including its Special Terms (if applicable).

In addition, Parties agree to the following deviations

(1) with regards to article 2.5, Parties agrees that Cornerstone may provide optional or additional features provided by third parties (“Third Parties Features”). A list of such Third Parties Features, including information regarding the security, privacy, and/or support policies of those third parties, is available upon request;

(2) with regards to article 6.4, Parties agrees that Disclosure of confidential data will be governed by the Agreement only to the exclusion of any NDA executed by the Parties;

(3) with regards to article 7.1.2, Parties agrees that except if otherwise expressly agreed in this Order, there will be no Highly Sensitive Information processed as per the Agreement;

(4) with regards to article 7.1.3, Parties agrees that should use of the Software result in denial of service (DoS) with respect to the Software, Cornerstone may disable the implicated Buyer’s Content and/or deny access to Buyer’s portal only if and for so long as necessary to restore service;

(5) with regards to article 11.1.2, Parties agrees that Professional Liability Insurance is encompassed in the Cornerstone’s Technology Errors& Omissions provided as per article 11.1.3 and

(6) with regards to article 13.3, Parties agrees that “Buyer Data shall mean personal data regarding Client, its Affiliates, or any of their users which is uploaded to the Software pursuant to this Agreement.

(7) the following definitions are

“**Order**” means the Order Form provided by Cornerstone and incorporated by reference into the Offer made available to the Buyer through the “AWS” marketplace. Except as otherwise expressly set forth herein, all purchases are non-cancellable and non-refundable.

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.

Except as otherwise provided herein (including the online documents referenced herein) or in the Order, all the terms and conditions of the terms and conditions of the Standard Contract for AWS Marketplace - 2022 Update (2022-07-14) apply between the Buyer and Cornerstone. By accepting the Offer, the Buyer and Cornerstone acknowledge and agree to be bound by the Agreement including this EULA & the Order.