



**AMENDMENT NUMBER ONE
TO CONTRACT NO. MA-017-23011433
BETWEEN
COUNTY OF ORANGE
AND
CORNERSTONE ONDEMAND INC
FOR
INTEGRATED TALENT MANAGEMENT SYSTEM (ITMS)**

This Amendment Number One (1) to Contract MA-017-23011433 (hereinafter referred to as "Amendment No. One") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("County") and Cornerstone OnDemand, Inc., a State of Delaware Corporation ("Contractor"), with County and Contractor sometimes individually referred to as "Party" or collectively referred to as "Parties".

Recitals

WHEREAS, County and Contractor executed Contract MA-017-23011433 for Integrated Talent Management Systems (ITMS), effective July 1, 2023, through June 30, 2026, (herein after "Contract"), for an amount not to exceed \$2,085,831, with an additional amount not to exceed \$1,400,000 for optional services identified in Section II (C) and (D) of Attachment B of Contract, for a cumulative contract total not to exceed amount of \$3,485,831, with two additional consecutive one (1) year terms renewable upon mutual written agreement of the parties; and

WHEREAS, Parties desire to amend the Contract with this Amendment No. 1 to renew for an additional one (1) year term, effective July 1, 2026, through and including June 30, 2027, for an annual amount not to exceed \$811,861.77, with an additional amount not to exceed \$300,000 for optional services identified in Section II (C) of Attachment B of Contract, for a revised cumulative contract amount of \$4,597,586.55; and amend Attachment B- Pricing and Compensation for Contractor Services effective July 1, 2026; and,

NOW THEREFORE, the Parties agree as follows:

ARTICLES

1. Contract shall be renewed for one (1) year effective July 1, 2026, through June 30, 2027, annual amount not to exceed \$811,861.77, for a revised cumulative contract amount of \$4,597,586.55.

2. **Paragraph 2 and 3 of the Contract shall be amended to read in its entirety as follows:**

2. **TERM OF CONTRACT:** This Contract shall commence effective July 1, 2023, and continue for four (4) calendar years from that date through and including June 30, 2027, unless otherwise terminated by County. This Contract may be renewed as set forth in Article 3 below.

3. **RENEWAL:** This Contract may be renewed by mutual written agreement of both Parties for one (1) additional one (1) year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

3. Attachment B – Payment and Compensation, Section II - Pricing, Items - A, B, and C shall be replaced in its entirety as follows:

A. Software and Support Fees:

Asset Name	Product	Quantity Years 1-3	Quantity Year 4	Year 1 Fee (Not to Exceed)	Year 2 Fee (Not to Exceed)	Year 3 Fee (Not to Exceed)	Year 4 Fee (Not to Exceed)
Cornerstone Learning Management	Cornerstone Learning Management	16,250.00	17,160.00	Included	Included	Included	\$388,515.03
Content Anytime Subscription (Gold)	Content Anytime Subscription (Gold)	16,250.00	17,160.00	Included	Included	Included	\$350,000.00
Cornerstone Performance	Cornerstone Performance	1,450.00	1,450.00	Included	Included	Included	\$22,288.69
Cornerstone Careers	Cornerstone Careers	1,450.00	1,450.00	Included	Included	Included	\$22,272.14
Extend: Microsoft Teams VILT All Connectors*	Extend: Microsoft Teams VILT All Connectors	1	1	Included	Included	Included	\$0.00
Extend Import		1	1	Included	Included	Included	\$5,962.59
Preferred Support	Customer Success Package Preferred	1	1	Included	Included	Included	\$22,823.32
Annual Totals:				\$ 664,873.49	\$ 694,792.81	\$ 726,058.48	\$ 811,861.77

B. Optional Services Authority Amount

OPTIONAL SERVICES AUTHORITY AMOUNT	Year 1	Year 2	Year 3	Year 4
Orange County Human Resource Services	\$300,000.00	\$300,000.00	\$300,000.00	\$300,000.00
Health Care Agency		\$500,000.00		\$0.00

C. License Fee Structure

LICENSE FEE STRUCTURE Additional individual licenses may be purchased at the contract rates listed	Year 1	Year 2	Year 3	Year 4
Cornerstone Learning Management Module	\$19.84 per license	\$20.74 per license	\$21.67 per license	\$22.64 per license
Content Anytime Subscription (Gold)	\$17.12 per license	\$17.89 per license	\$18.69 per license	\$20.40 per license
Cornerstone Performance Module	\$13.47 per license	\$14.08 per license	\$14.71 per license	\$15.37 per license
Cornerstone Careers Module	\$13.46 per license	\$14.07 per license	\$14.70 per license	\$15.36 per license
EdCast Enterprise	\$25.00 per license	\$25.00 per license	\$25.00 per license	Not applicable

D. Optional Services - EdCast

EdCast SKU ID/SKU Name <i>(select from picklist)</i>	Description <i>(auto-populated)</i>	Quantity <i>(manual input required)</i>	Number of Years <i>(manual input required)</i>	List Price <i>(auto-populated)</i>	Total
22-LXE01-EdCast Enterprise - Band 1 (up to 15k users)	Band 1	2,400	1	\$25.00	\$60,000.00
22-LXSB-EdCast XP Sandbox Instance	Sandbox	1.00	1	\$10,000.00	\$10,000.00
22-LXOT1200-PowerUp XP Project	6 weeks	1	1	\$10,000.00	\$10,000.00
22-LXOT1201-ScaleUP XP Project	8 weeks (requires PowerUP completed)	1	1	\$60,000.00	\$60,000.00

E. Optional Services

Optional Service	Pricing
System Administrative Services	Quote Process
Professional Consulting	Quote Process
Online Learning Content	Quote Process

4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

SIGNATURE PAGE

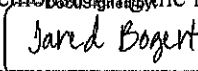
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

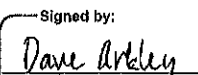
CORNERSTONE ONDEMAND, INC.

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) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

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.

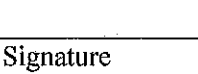
	Jared Bogert	GVP Sales, North America	April 22, 2026
Signature	Name	Title	Date

Signed by: 	Dave Arkley	COO & CFO	April 21, 2026
Signature	Name	Title	Date

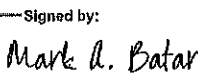


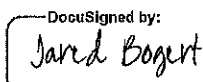
COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

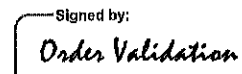
	Luis Martinez	Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:
County Counsel

Signed by: 	Mark A. Batarse	County Counsel	4/23/2026
Signature	Name	Title	Date

DocuSigned by:

Jared Bogert

GVP, Sales
April 21, 2026

Signed by:

Order Validation



Quote Number: Q-144818
 Order Effective Date: (Date of Last Signature Below)
 Quote Expiration Date: 07/08/2026

Cornerstone OnDemand - ORDER			
Customer Name	County of Orange, CA		
Order Start Date	07/01/2026		
Order End Date	06/30/2027		
Primary Customer Contact	Jamie Crews	jamie.crews@ceo.oc.gov	7148347055
Customer Address (Ship To)	County of Orange, CA,COUNTY EXECUTIVE OFFICE: ACCOUNTS PAYABLE - ADMINISTRATION 400 W CIVIC CENTER DR 5TH FLR ,Santa Ana, California, United States,92701-4539		
Primary Billing (Invoice) Contact	Tammie Phillips	tphillips@occourts.org	(714) 834-2200
Customer Billing (Invoice) Address	County of Orange, CA,400 W Civic Center Drive ,Santa Ana, California, United States,92701		

Product(s)

Period 1 7/1/2026 - 6/30/2027			
Product	Qty	Fee	Billing Frequency
Preferred Customer Success Package	1	USD 22,823.32	Annual
Cornerstone Performance	1,450	USD 22,288.69	Annual
Cornerstone Careers	1,450	USD 22,272.14	Annual
Cornerstone Extend: Microsoft Teams VILT All Connectors	1	USD 0.00	Annual
Cornerstone Learning Management	17,160	USD 388,515.03	Annual
Cornerstone Extend Import	1	USD 5,962.59	Annual
Cornerstone Content Subscription - Gold	17,160	USD 350,000.00	Annual
Period Subtotal:		USD 811,861.77	

Special Terms

Client shall have the option to renew this Order 1 time(s) for "1-year term" for the same products and quantities set forth herein.

Customer agrees that Customer will be available as a customer reference for reference calls or onsite visits, and/or to present at Cornerstone public events, solely as approved by mutual agreement of the parties.

Invoicing Schedule

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

Fees are invoiced in advance and will be due 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 in advance and will be due on the Start Date(s). Any usage product which invoicing is based on usage 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. Unless otherwise expressly provided in an applicable Statement of Work ("SOW"), one-time fees for Services shall be invoiced in advance and will be due on the Start Date(s) in accordance with the payment terms set forth herein. 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

Cornerstone Performance includes:

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

Cornerstone Learning Management includes:

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

Cornerstone Careers includes:

- Goals
- Check-Ins
- Feedback
- Development Plans
- Engage
- Career Center

Preferred 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 Preferred Package for detailed support descriptions.

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.

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

Purchased course(s) shall be available from the Order Start Date above, through the earlier of: (i) the Order End Date above; or (ii) termination/expiration of all Learning Orders; or (iii) termination of the Agreement, after which time all access / course registrations shall be terminated or expire without refund. Course loading and hosting services are included as a part of this Order. Content subscriptions are non-transferable;

they are unique to individual users. Notwithstanding the foregoing, where Customer has purchased the Enterprise Content subscription, these subscriptions may each be reassigned one time per year of the Order. Subject to the foregoing, Cornerstone reserves the right to invoice Clients automatically for each subscription/registration exceeding the number purchased, based on the total Content price set forth in this Order, divided by the total number of Active Users subscribed to/registered for that Content.

Agreed and accepted:

By way of the Initials, below, Customer's signatory confirms that they are knowledgeable about the Purchase Order process of Customer, and Customer hereby confirms that:

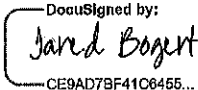
(Please select from the below options, and Initial where indicated)

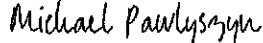
Customer will be sending a Purchase Order for this order (Yes/No): _____

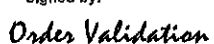
If a Purchase Order will be sent, the number of such Purchase Order is: _____. If the Purchase Order number is not available at the time of signature, Customer agrees to provide same to Collections@finance.csod.com within seven (7) calendar days of the Order Effective Date. Following notice and a reasonable time to cure, Services are subject to suspension for failure to timely provide such Purchase Order. For the avoidance of doubt, Cornerstone does not require the Purchase Order to issue an invoice and may issue an invoice without waiting for the Purchase Order in the event of a delay. Regardless if a PO is required or not, Customer agrees to pay all invoices associated with this Order in accordance with the payment terms hereof.

Initial:

Please note that Cornerstone may, at its sole discretion, elect to not process this Order if Customer does not provide the above information.

Customer		Cornerstone OnDemand, Inc.	
Signature :		Signature :	 CE9AD7BF41C6455...
Name:		Name:	Jared Bogert
Title:		Title:	GVP, Sales
Date:		Date:	April 21, 2026

Signed by:

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Order Validation

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