

Exhibit 1

**AMENDMENT NO. 1 TO COUNTY OF VENTURA**

**CONTRACT NO. 8756 to**

**Provide Software Service**

The County of Ventura (County) and Cornerstone OnDemand Inc., hereby agree that the agreement identified as Ventura County Contract No. 8756 previously entered into by the parties is amended, effective November 1, 2023, for the term of November 1, 2023, through June 30, 2027, as follows:

1. Incorporate the attached Order Forms for additional products into Exhibit A of the Contract.

All other terms and conditions remain the same.

**COUNTY OF VENTURA**

**CORNERSTONE ONDEMAND INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Cornerstone OnDemand – ORDER			
Client Name (“Client”)	County of Ventura, CA		
Order Start Date	11/1/2023		
Order End Date	6/30/2027		
Is a <i>new</i> purchase order required for this purchase?*	("No," unless box is checked) [ ] Yes: PO#		
Primary Client Contact	Betsy Swanson Hollinger	betsy.swansonhollinger@ventura.org	8056984992
Client Address (Ship To)	County of Ventura, CA 800 S. Victoria Ave., Ventura, California, 93009, United States		
Primary Billing (Invoice) Contact	Betsy Swanson Hollinger	betsy.swansonhollinger@ventura.org	8056984992
Client Billing (Invoice) Address	County of Ventura, CA 800 S. Victoria Ave., Ventura, California, 93009, United States		

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

#### Product(s)

Product	Period 11/1/2023 - 6/30/2027	
	Qty	Annual Fee
Content Anytime Modern Compliance Enterprise Pricing	10,000	\$80,000.00
Content Anytime Professional Skills Enterprise Pricing	10,000	\$110,000.00
<b>Annual Subtotal</b>		USD 190,000.00
<b>First Year Grand Total</b>		USD 190,000.00

#### Special Terms

Client agrees to an annual 3.00% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange (except for Content partner offerings, EdCast product purchases, and other third party products), Cornerstone agrees never to increase such prices beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Cornerstone Content Anytime (CCA) content pricing above is based on an enterprise model that matches the number of content users to the total number of LMS Active Users or the total number of Cornerstone Xplor users licensed, as the case may be. This pricing assumes that only a portion of the total LMS Active Users will elect to participate and consume content, but all LMS Active Users will have access to all courses in the subscription and unlimited use of said content. Therefore, if Client chooses to add LMS licenses in a subsequent Order, they must also add an equal number of CCA content licenses.

#### Invoicing Schedule

Payment terms for this Order shall be net 30 days.



Annual Fees are invoiced annually, beginning on the Order Start Date(s), through the Order End Date(s). If applicable, the final invoice for annual fees will be prorated. One-time fees are invoiced on the Order Start Date(s).

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.

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. 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.

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.

#### Terms and Conditions

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This Order is hereby incorporated into and made part of the parties' master agreement (the "**Agreement**"). If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Agreed and accepted:

Client		Cornerstone OnDemand, Inc.	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Order Validation



Cornerstone OnDemand – ORDER			
Client Name ("Client")	County of Ventura, CA		
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### Product(s)

Product	Period	
	11/1/2023 - 6/30/2027	
Product	Qty	Annual Fee
Cornerstone Learning	350	\$8,750.00
Unlimited Video Hosting and Delivery	1	\$0.00
Content Anytime Modern Compliance Enterprise Pricing	350	\$2,800.00
<b>Annual Subtotal</b>		USD 11,550.00
<b>First Year Grand Total</b>		USD 11,550.00

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## Product Details

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Cornerstone Learning includes:

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

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Order Validation

