

AMENDMENT NO. 7

BY AND BETWEEN

GREATER ORLANDO AVIATION AUTHORITY  
AND  
CORNERSTONE ONDEMAND, INC.

TO

PURCHASING CONTRACT 05-15

THIS AMENDMENT NO. 7 made and entered into as of the 24th day of March, 2023, by and between the GREATER ORLANDO AVIATION AUTHORITY (hereinafter referred to as "Aviation Authority") and CORNERSTONE ONDEMAND, INC. (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, by Contract dated March 24, 2015 (which date also started the support and maintenance), as amended by Amendment No. 1 dated July 20, 2015, Amendment No. 2 dated September 23, 2015, Amendment No. 3 dated April 1, 2016, Amendment No. 4 dated February 8, 2017, Amendment No. 5 dated January 17, 2019, and Amendment No. 6 dated March 23, 2020, Contractor agreed to deliver, implement and support the Authority with a Human Resources Talent Management System (the "System") and, among other things, to provide software implementation services, documentation, system testing, employee training, and ongoing maintenance in support of the System at Orlando International Airport, Orlando, Florida; and

WHEREAS, the term of the Contract currently expires March 23, 2025 and with the Aviation Authority having options to renew the Contract for an indefinite number of additional periods of one (1) year each. JB

WHEREAS, the Aviation Authority desires and the Contractor agrees to add the Cornerstone Content Anytime SMB Essentials module to the Aviation Authority's Talent Management System during the remainder of the Contract term.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, the parties hereby amend the Contract as follows:

1. **Effective Date.** The effective date of this Amendment No. 7 is March 24, 2023.
2. **Contract Adjustment.** The Aviation Authority will add the Cornerstone Content Anytime SMB Essentials module to provide quality learning content for the development and succession of the Aviation Authority employees.
3. **Compensation.** In consideration of the work to be performed pursuant to this Amendment No. 7, the estimated value for this contract adjustment is \$53,100 (\$59 for the first year based on a headcount of 900 and for the second year \$54,162 (\$60.18 based on a headcount of 900). Compensation shall be paid pursuant to the terms and conditions of the Contract.
4. **Suit/Proceedings.** The Contractor agrees that any suit or proceeding initiated for the purpose of interpreting or enforcing any provision of the Agreement or any matter in connection therewith shall be brought only in a court of competent jurisdiction in Orange County, Florida, and

Contractor waives any venue objection, including, but not limited to, any objection that a suit has been brought in an inconvenient forum. Contractor agrees to submit to the jurisdiction of the Florida courts and irrevocably agrees to accept service of process by U.S. mail.

**5. Public Entity Crimes Act.** The Contractor acknowledges the following notice: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount set forth in s.287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

**6. Records Availability.** All of the Consultant's records directly relating to Services shall, upon reasonable notice by the Aviation Authority, be made available to the Aviation Authority or its representative's at all reasonable times, to review, inspect, audit or copy Consultant's records. If any such audit establishes that Consultant has overstated service fees, the amount of any overcharge paid by the Aviation Authority as a result of an overstatement shall forthwith be refunded by Consultant to the Aviation Authority with interest thereon, if any, at the prime rate as from time to time published by *The Wall Street Journal* on any overstated amount accrued from forty-five (45) days after the Aviation Authority's notice to Consultant of overstatement.

**7. Continuing Effect of Agreement Provisions.** Except as amended by this Amendment No. 7, the Agreement shall continue in full force and effect in accordance with its terms and conditions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 7 to be duly executed as of the date and year first above written.

**“AVIATION AUTHORITY”**

ATTEST:

**GREATER ORLANDO AVIATION AUTHORITY**

\_\_\_\_\_  
Assistant Secretary

By: \_\_\_\_\_  
Chief Executive Officer

[Official Seal]

**“CONTRACTOR”**

ATTEST:

**CORNERSTONE ONDEMAND, INC.**

\_\_\_\_\_  
Secretary

DocuSigned by:  
*Jared Bogert*  
By: \_\_\_\_\_  
CE9AD7BF41C6455...  
March 7, 2023

[CORPORATE SEAL]

Its: \_\_\_\_\_  
Jared Bogert GVP Sales, North America

\_\_\_\_\_  
Print or Type Name and Title



Approved as to Form and Legality  
this 20 day of March, 2023  
Nelson Mullins Riley & Scarborough, LLP  
By *Joel Macher*  
Greater Orlando Aviation Authority



Quote Number: Q-00138516  
Order Effective Date: (Date of Last Signature Below)

### Cornerstone OnDemand – ORDER

Client Name ("Client")	Greater Orlando Aviation Authority		
Order Start Date	3/24/2023		
Order End Date	3/23/2025		
Is a <i>new</i> purchase order required for this purchase?*	("No," unless box is checked) [ ]Yes: PO#		
Primary Client Contact	Kandyce Moss	kmoss@goaa.org	+1 407-825-3768
Client Address (Ship To)	Greater Orlando Aviation Authority P.O. Box 620125, Orlando, FL, 32862-0125, United States		
Primary Billing (Invoice) Contact	Kandyce Moss	kmoss@goaa.org	+1 407-825-3768
Client Billing (Invoice) Address	Greater Orlando Aviation Authority P.O. Box 620125, Orlando, FL, 32862-0125, 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	
	3/24/2023 - 3/23/2025	
	Qty	Annual Fee
Cornerstone Unified Talent Management	65	\$5,173.35
<b>Annual Subtotal</b>		USD 5,173.35
<b>First Year Grand Total</b>		USD 5,173.35

#### Special Terms

This is to increase users for this period. If additional users (Cornerstone Unified Talent Management) are needed, it would be at the rates below:

March 24, 2023 - March 23, 2024 = \$79.59/User

March 24, 2024 - March 23, 2025 = \$81.19/User

Client agrees to an annual 2.00% 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.

#### 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.

### Product Details

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Cornerstone Unified Talent Management includes:

- Cornerstone Learning
  - Learner Home
  - Curricula
  - Certifications
  - Assignment
  - Instructor Led Training
  - Catalog Management
  - Observation Checklists
  - Skills Matrix
  - Connect
- Cornerstone Performance
  - Goals
  - Reviews
  - Succession
  - Compensation
  - Observation Checklists
  - Competencies
  - View
- Cornerstone Careers
  - Check-Ins
  - Goals
  - Feedback
  - Development Plans
  - Engage
  - Career Center
- Cornerstone Recruiting
  - Onboarding
  - Internal/External Career Sites
  - Manage Candidates
  - Share Feedback
  - Hiring Dashboard
  - Mobile Applications

### 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:

<b>Client</b>	<b>Cornerstone OnDemand, Inc.</b>	<small>DocuSigned by:</small> <i>Jared Bogert</i>
Signature:	Signature:	<small>CE9AD7BF41C6455...</small>
Name:	Name:	Jared Bogert
Title:	Title:	GVP Sales, North America
Date:	Date:	March 7, 2023

DocuSigned by:  
Order Validation  
*Order Validation*  
CCCA5E408352483...

Approved as to Form and Legality  
 this 20 day of March, 2023  
 Nelson Mullins Riley & Scarborough, LLP  
 By *Joe C. Macher*  
 Greater Orlando Aviation Authority





Quote Number: Q-00138512  
Order Effective Date: (Date of Last Signature Below)

### Cornerstone OnDemand – ORDER

Client Name ("Client")	Greater Orlando Aviation Authority		
Order Start Date	3/24/2023		
Order End Date	3/23/2025		
Is a <i>new</i> purchase order required for this purchase?*	("No," unless box is checked) [ ] Yes: PO#		
Primary Client Contact	Kandyce Moss	kmoss@goaa.org	+1 407-825-3768
Client Address (Ship To)	Greater Orlando Aviation Authority P.O. Box 620125, Orlando, FL, 32862-0125, United States		
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\*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	
	3/24/2023 - 3/23/2025	
	Qty	Annual Fee
Content Anytime SMB Essentials	900	\$53,100.00
<b>Annual Subtotal</b>		USD 53,100.00
<b>First Year Grand Total</b>		USD 53,100.00

#### Special Terms

For clarity, per user content cost per period is detailed below. If additional users are needed during the Order Term, it would be at the rates below:

March 24, 2023 - March 23, 2024 = \$59/User

March 24, 2024 - March 23, 2025 = \$60.18/User

Client agrees to an annual 2.00% 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.

#### Invoicing Schedule

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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**

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:

<b>Client</b>		<b>Cornerstone On Demand/ Inc.</b>	
Signature:		Signature:	<i>Jared Bogert</i> CE9AD7BF41C8455...
Name:		Name:	Jared Bogert
Title:		Title:	GVP Sales, North America
Date:		Date:	March 7, 2023

Approved as to Form and Legality  
 this 20 day of March, 2023  
 Nelson Mullins Riley & Scarborough, LLP  
 By *Joel Macher*  
 Greater Orlando Aviation Authority

DocuSigned by:  
 Order Validation  
 CCCA5E408352483...

