

MASTER SUBSCRIPTION AGREEMENT

Documents	Agreement Number
Master Subscription Agreement	Agreement #: 00266919.0
Subscription Order Form	Order Form #: 00267049.0
Training Order Form	Order Form #: 00300385.0
*Delivery Assurance	Order Form #: 00267067.0

**Add related agreement number if applicable.*

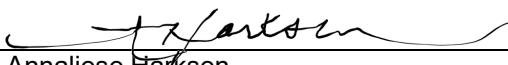
By executing this document (“**Signature Document**”), the undersigned agree they are duly authorized signatories and all documents listed in the above table are entered into between the parties, effective as of the later of the dates beneath the parties’ signatures below (“**Effective Date**”). References to Signature Document and Effective Date in the Master Subscription Agreement shall mean those terms as defined in the preceding sentence.

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON December 9, 2021 (“Deadline”). Notwithstanding the foregoing, Workday reserves the right to accept an Order Form signed after the Deadline in Workday’s sole discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.

City of Olympia 601 4th Ave E P.O. Box 1967 Olympia, Washington 98507-1967 United States	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Signature	Signature <i>Michael Magaro</i> <small>Michael Magaro (Nov 23, 2021 10:27 PST)</small>
Steven Jay Burney	Name Michael Magaro
City Manager	Title Senior Vice President, Business Finance
Date Signed	Date Signed Nov 23, 2021
	Approved as to Legal Form by: <i>Katie Hauck</i> <small>Katie Hauck (Nov 23, 2021 11:55 CST)</small>

[Signatures Continued on Following Page]

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City of Olympia 601 4th Ave E P.O. Box 1967 Olympia, Washington 98507-1967 United States
Signature 
Annaliese Harksen
Deputy City Attorney
11/23/2021
Date Signed

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This Master Subscription Agreement, effective as of the Effective Date set out in the Signature Document, is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and **City of Olympia**, a Washington municipal corporation, ("**Customer**"), with offices at 601 4th Ave E, Olympia, Washington 98501-1112, United States. Whereas Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Provision of Service.

1.1 Workday Obligations. During the Term, Workday shall: (i) make the Service and Improvements available to Customer in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement; and (ii) not use Customer Data except to provide the Service, prevent or address service or technical problems, or verify Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions.

1.2 Customer Obligations. Customer may enable access to the Service for use only by Authorized Parties solely for the Internal Business Purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties for a level of use not exceeding the Pricing Metrics on the applicable Order Form. Customer is responsible for all Customer Affiliate and Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all information submitted to Workday, including, but not limited to, Customer Data; and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of Laws; (ii) in connection with use of the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) to the best of Customer's knowledge send or store Malicious Code in connection with use of the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation.

2. Fees.

2.1 Invoices and Payment. Subscription Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. Except where indicated otherwise on an applicable Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Workday will send all Customer invoices electronically (by email or otherwise). All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address. Upon Workday's request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

2.2 Non-cancelable and non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7 "Indemnification", Section 9.3 "Termination for Non-Appropriation", Section 9.4 "Effect of Termination", and for credits due pursuant to Section 10.11 "Workday SLA Service Credits", all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.

2.3 Overdue Payments. Except with respect to charges subject to a reasonable and good faith dispute, any payment not received from Customer by the due date may accrue, at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.4 Non-Payment and Suspension of Service. Except with respect to charges subject to a reasonable and good faith dispute, if Customer's account is more than thirty (30) days past due, in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

2.5 Taxes. *This section applies only if Customer has not provided Workday with a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.* Subscription Fees and all other fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state,

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provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes and foreign withholding taxes (collectively defined as "Taxes"). Customer is responsible for paying only the Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the Signature Document which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Grant of Rights. Workday hereby grants Customer (for itself and those of Customer's Affiliates and Authorized Parties for whom Customer enables access to the Service) a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the Internal Business Purposes of Customer and its Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within the scope of use defined in the relevant Order Form. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages and unless otherwise indicated in the applicable Order Form, Customer may use any available translated portions of the applicable Service.

3.3 Restrictions. Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (except for archival copies of the Documentation for use consistent with this Agreement) or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service except as otherwise provided in an applicable Order Form; or (v) modify, copy or create derivative works of any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding the above, Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, transferable, sub-licensable, irrevocable, perpetual license to use, and incorporate into its services, any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

4. Confidentiality.

4.1 Confidentiality. Neither party to this Agreement shall disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement or with the other party's prior written permission.

4.2 Protection. Subject to applicable public records law under the Revised Code of Washington (RCW), each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in the applicable public records law(s), and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. For added clarity, reasonable assistance means that if Workday documents and/or records are requested from the Customer in a public records request, Customer agrees to provide at least ten (10) days' notice for

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Workday to seek a court order to prevent any such documents and/or record from release to the public pursuant to the Washington State Public Records Act, which is found in Revised Code of Washington under Chapter 42.56. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Data, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable measures to protect the Customer Data and to inform Customer of such demand.

4.4 Business Associate Exhibit. To the extent applicable and if Customer concludes that the Service will include access to Customer Data that is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and Customer is a Covered Entity as defined under HIPAA, the parties will mutually agree to attach Workday’s Business Associate Exhibit to this Agreement, which shall apply to Workday’s receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit (as applicable).

4.5 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.6 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this section.

5. Customer Data.

5.1 Protection and Security. Workday maintains a security program that conforms to the *Workday Universal Security Exhibit* attached hereto (“Security Exhibit”) and is further described in Workday’s most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the “Current Audit Reports”. In no event during the Term shall Workday materially decrease the protections provided by the controls set forth in the Security Exhibit and the Current Audit Reports. Upon Customer’s request, Workday will provide Customer with a copy of Workday’s then current SOC1 and SOC2 audit reports or comparable industry-standard successor reports prepared by Workday’s independent third-party auditor. The Universal Data Processing Exhibit attached hereto (the “Data Processing Exhibit” or “DPE”) will apply to the processing of Personal Data. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.2 Unauthorized Disclosure. If either party believes that there has been a Security Breach, such party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight (48) hours or any shorter period as may be required by Law; provided, however, that Customer is not required to notify Workday in any case where Customer reasonably determines that the Security Breach presents no threat to the Service. Additionally, each party will reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any such Security Breach that is not clearly attributable to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of, and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

5.3 Designated Tenant Location. Customer’s Tenant will be housed in data centers located in the United States.

6. Warranties and Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; (iii) to the best of Workday’s knowledge, the Service does not contain any Malicious Code, and (iv) any professional services provided by Workday pursuant to an Order Form subject to this Agreement and related to the Service (“Related Services”) will be performed in a professional and workmanlike manner.

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6.2 Warranty Remedies. In the event of a breach of the warranty set forth in Section 6.1 (i), (ii) and (iii), (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice (as set forth in Section 6.3 below) through the date of remedy, if any. In the event of a breach of the warranty set forth in Section 6.1 (iv), Workday shall either (a) correct the non-conforming Related Service at no additional charge to the Customer or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer amounts paid attributable to the defective portion of the Related Service. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with the Section entitled "Termination."

6.3 Notice Obligations. To receive the warranty remedies set forth above, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer, or, in the case of a Related Service, no later than thirty (30) days after delivery of such Related Service. Customer's failure to notify Workday within such thirty (30) day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is somehow unable, or impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the thirty (30) day period. Notice of breaches of the warranty in Section 6.1(i), (ii), or (iii) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement.

6.4 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND RELATED SERVICES AND THE DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification

7.1 Workday Indemnity. Workday shall defend Customer, as Workday's expense, from any third party Claim against Customer alleging that the use of the Service as contemplated under this Agreement infringes or misappropriates such third party's Intellectual Property Rights and Workday shall indemnify and hold Customer harmless against any Losses relating to such third party Claim.

7.2 Conditions. Workday's obligations in Section 7.1 are conditioned on Customer (a) promptly giving written notice of the third-party Claim to Workday (although a delay of notice will not relieve Workday of its obligations under this Section except to the extent that Workday is prejudiced by such delay), (b) giving Workday sole control of the defense and settlement of the third-party Claim (although Workday may not settle any third-party Claim unless it unconditionally releases Customer of all liability); and (c) providing to Workday, at Workday's cost, all reasonable assistance.

7.3 Exceptions. Workday shall have no liability for Claims or Losses to the extent arising from (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with this Agreement or Documentation (c) use of the Service in combination with any other product or service not provided by Workday.

7.4 Continued Use of the Service. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then the applicable Service may be terminated at either party's option and Workday's sole obligation and liability related to the subject matter of this Section 7, in addition to the indemnification obligations herein, shall be to refund any prepaid fees for the applicable Service that was to be provided after the effective date of termination.

7.5 Exclusive Remedy. This Section 7 states Customer's exclusive remedies and Workday's sole obligations related to the subject matter of this Section.

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8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) EITHER PARTY'S RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iii) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 8.4; OR (iv) CUSTOMER'S PAYMENT OBLIGATIONS, THE MAXIMUM LIABILITY OF EITHER PARTY WHICH INCLUDES ITS RESPECTIVE AFFILIATES, AND IN THE CASE OF WORKDAY, ALSO INCLUDES WORKDAY'S THIRD PARTY LICENSORS FOR ANY AND ALL CLAIMS (INDIVIDUALLY AND IN THE AGGREGATE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM(S) AROSE (OR, FOR A CLAIM(S) ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWELVE (12) MONTH PERIOD) ("GENERAL CAP", EXCEPT THAT FOR BREACHES OF EITHER PARTY'S CONFIDENTIALITY, SECURITY OR PRIVACY OBLIGATIONS THE BREACHING PARTY'S MAXIMUM TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE INCREASED TO TWENTY-FOUR (24) MONTHS FEES ("ENHANCED CAP").

8.2 EXCLUSION OF DAMAGES. EXCEPT FOR WORKDAY'S IP INDEMNIFICATION OBLIGATIONS IN SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OF DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS SHALL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

8.3 CLASSIFICATION OF CERTAIN DAMAGES. SUBJECT TO SECTION 8.1, AND NOTWITHSTANDING SECTION 8.2, IF EITHER PARTY BREACHES ITS OBLIGATIONS UNDER THIS AGREEMENT, THE FOLLOWING WILL BE CONSIDERED DIRECT DAMAGES: (1) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM THE BREACH; (2) AMOUNTS PAID FOR FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL AUTHORITY ARISING FROM THE BREACH; AND (3) REASONABLE LEGAL FEES, TO DEFEND AGAINST THIRD-PARTY CLAIMS ARISING FROM THE BREACH.

8.4 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday's breach of its security and/or privacy obligations under this Agreement, Workday shall pay the reasonably necessary, documented costs incurred by Customer in connection with the following items: (a) costs of any reasonably required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year (or to the extent required by Law) after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year (or to the extent required by Law) after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THIS AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR AUTHORIZED PARTIES.

9. Term and Termination.

9.1 Term of Agreement. The Term commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event this Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall

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refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination. For clarity, a breach or termination of any Professional Services Agreement, as defined in the DPE, or of any applicable statement of work and/or work order thereunder, shall not be considered a material breach or termination of this Agreement.

9.3 Termination for Non-Appropriation. Customer is a local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use all reasonable means to secure appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. If Customer is not appropriated sufficient funds to continue payments under the Agreement and has no other funding source available to it for such purpose Customer may terminate the Agreement without further penalty or additional expense by giving Workday not less than thirty (30) days prior written notice. Notwithstanding the foregoing, Customer shall be obligated to pay for the products and/or services Customer receives up until the effective date of termination. Customer shall not execute an Order Form unless funds have been appropriated for at least the first year's subscription fee. Upon termination, Customer will remit all amounts due, and all costs reasonably incurred up to the date of termination. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms throughout the term of this Agreement.

9.4 Effect of Termination. Upon any expiration or termination of this Agreement, all Order Forms shall immediately terminate, and Customer shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data" and "Transition Period before Final Termination") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than Workday's uncured material breach or the reasons set forth in Sections 2.2. shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

9.5 Transition Period before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday for a one-time transition period within thirty (30) days of such termination, Workday will continue to provide the Service for up to three (3) months (the "Transition Period"), subject to the terms and conditions of this Agreement. Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus, only if this Agreement was not terminated by Customer for cause, an additional five percent (5%). If Customer requests transition assistance during the Transition Period, Workday will provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by a professional services agreement, at Workday's then-current rates for professional services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of this Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.6 Transition Consulting Services. During a Retrieval Period or Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for Customer's breach, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed and (ii) prepayment of fees for further services.

9.7 Retrieval of Customer Data. Upon written request by Customer made prior to or upon any expiration or termination of this Agreement, Workday will make Customer Data available to Customer in a format that is machine readable (for example, CSV, delimited text or Microsoft Excel) for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). If Customer utilizes the Transition Period described in Section 9.4 above, it will still receive a total of no more than sixty (60) days of non-cost Retrieval Period. After such Retrieval Period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer

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Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. Customer Data will be made available in a Workday-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.8 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) Section 1.1(i) "Workday Obligations"; (ii) Section 3.2 "Grant of Rights"; and (iii) those provisions granting Customer access to any SKU(s) and services referenced in any applicable Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. Workday is an independent contractor. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

10.2 Insurance. Workday will maintain during the entire Term, at its own expense, the types of insurance coverage specified below, on ISO occurrence form CG 00 01 and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Workday services are to be performed including New York State.

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer.
- (b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, and personal and advertising injury, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer and an additional insured endorsement at least as broad as ISO endorsement form CGD411.
- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage, internet liability, and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate and naming Customer (as its interests may appear) as a loss payee.
- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this section upon execution of the Agreement and will provide updated certificates whenever renewed. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

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10.3 Notices. Unless expressly stated otherwise, all notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) the third business day after first class mailing. Notices to Workday shall be sent to the address shown in the Signature Document addressed to the attention of its General Counsel with a copy sent to legal@Workday.com. Notices to Customer shall be sent to the address shown in the Signature Document addressed to Customer's City Attorney. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.4 Background Check. Unless prohibited by law, Workday agrees to conduct (or have previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Data. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under this Agreement on behalf of Workday to be assigned to have access to Customer Data whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

10.5 Code of Conduct. Workday has a published code of conduct available on its public web site with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

10.6 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.7 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively). When agreed to by the parties (which shall not be unreasonably withheld), dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (an "M&A assignment"). No assignment shall occur unless the assignee agrees and can reasonably demonstrate (using commercially reasonable measures) that they have the necessary expertise and means to be bound by all of the terms of this Agreement in an amendment to this Agreement and all past due fees are paid in full or otherwise accounted for in the amendment. In no event shall Customer have the right to assign this Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request from the assignee information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.9 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the laws of the State of Washington without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.10 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction, unless authorized by the United States government.

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10.11 Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly Service Availability or Service Response commitments described in the SLA (a "Failure"), Customer may request the following remedies no later than six months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) a 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section are the Customer's exclusive remedies for any Failure.

10.12 Federal Government End Use Provisions (if applicable). Workday provides pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

10.13 Use by other Entities. The parties agree that other public entities, including state agencies, local governments, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase the Service from Workday for agreements commencing no later than five (5) years after the Effective Date of this Agreement. Workday may extend the availability of this Agreement for such use in its sole and reasonable discretion. The parties understand that pricing is specific to Pricing Metrics and the choice of Workday Service components and other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will have a copy of this Agreement executed in its own name and that any Order Forms will be in such entity's name. The parties agree that Workday can disclose this Agreement, all exhibits, and any applicable Order Forms to an entity which is seeking to make use of this Section.

10.14 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name as a Customer in a verbal format.

10.15 Miscellaneous. This Agreement, including all exhibits and attachments hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Master Subscription Agreement and over any other exhibit or attachment to this Master Subscription Agreement. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted by an authorized person. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law or wholly severed, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer provided purchase order or in any other Customer provided order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures, provided that such signatures must be made using a technology designed for electronic signatures; Customer agrees that its signatures shall be in compliance with applicable City of Olympia policy and a mere email which appears to state consent to an Agreement or action shall not be considered an electronic signature.

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11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party (if applicable). For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including the Signature Document, any exhibits, addenda or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer's or its authorized Affiliate's employees, third party providers authorized by Customer, and as appropriate for the applicable Service, authorized to access Customer's Tenants and/or who are approved to receive Customer Data (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Claim" means any claim, demand, suit, or other legal proceeding made or brought against a party to this Agreement.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; and (c) each party's proprietary business or proprietary technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is clearly labeled as "confidential" or "proprietary," or the receiving party knows or should reasonably know is confidential or proprietary.

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees or Authorized Parties relating to the operation or functionality of the Service.

"Documentation" means Workday's electronic Administrator Guide for the Service, which may be updated by Workday from time to time.

"Employee" or **"Worker"** means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Internal Business Purposes" means use for Customer's internal operations associated with the functionality of the Service, while used to help deliver the products or services that Customer provides to its customers, clients, or prospective customers or clients unless such use is inherent in the Service's design and stated intentions. As illustrative examples: (1) use of recruiting functionality to assist with the recruitment of Customer's employees is Internal Business Purpose but a placement firm's use of recruiting functionality to find employees for its third party clients is not Internal Business Purpose; (2) Workday's Student Service is clearly designed to assist educational institutions manage the records of students; even though students are technically the "clients" or "customers" of the institution, use to manage their records is still Internal Business Purpose; (3) Internal Business Purpose use of Learning is limited to providing learning content to Customer's employees while providing learning content to customers, clients, students or prospective customers, whether on a paid or free basis, is not Internal Business Purpose.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Losses" means any damages or costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees).

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“Malicious Code” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

“Order Form” means Workday’s separate ordering documents under which Customer subscribes to the Service or other services pursuant to this Agreement, which are fully executed by the parties.

“Personal Data” has the definition set forth in the Data Processing Exhibit.

“Pricing Metrics” means the specific measure identified on the applicable Order Form used for determining the Subscription Service Fee on that Order Form, such as FSE Worker or FTE Student.

“Production” means the Customer’s or an Employee’s use of or Workday’s written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer’s books/records; or (iii) in any decision support capacity.

“Security Breach” means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law, (ii) any Personal Data Breach as defined in the DPE; and (iii) any security breach (or substantially similar term) as defined by Law affecting Customer Data.

“Service” means Workday’s software-as-a-service applications and Improvements as described in the Documentation and subscribed to under an Order Form.

“SLA” means the *Workday Production Support and Service Level Availability Policy*, located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time. No update shall materially decrease Workday’s responsibilities under the Workday SLA.

“Subscription Fee” means all amounts invoiced and payable by Customer for the Service.

“Tenant” means a unique instance of the Service, with a separate set of Customer Data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

“Tenant Base Name” is a naming convention that will be used in all of the Tenant URLs provided by Workday, as specified in Customer’s initial Order Form subscribing to the Service, and which shall remain constant throughout the Term.

“Term” has the meaning set forth in Section 9.1.

UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit (“**DPE**”) is an exhibit to the Agreement between Workday and Customer and sets forth the obligations of the parties with regard to the Processing of Personal Data pursuant to such Agreement.

1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the applicable Agreement and/or exhibits thereto.

“**Agreement**” means the MSA, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

“**Covered Data**” means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

“**Covered Service**” means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or, (ii) any Professional Services.

“**Customer Audit Program**” means Workday’s optional, fee-based customer audit program as described in the Customer Audit Program Order Form for Covered Services.

“**Data Controller**” means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller.

“**Data Protection Laws**” means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, the GDPR, and implementations of the GDPR into national law.

“**Data Subject**” means the person to whom the Personal Data relates.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679.

“**Personal Data**” means any Covered Data that relates to an identified or identifiable natural person.

“**Personal Data Breach**” means (i) a ‘personal data breach’ as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

“**Processing**” or “**Process**” means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“**Professional Services**” means the professional or consulting services provided to Customer under a Professional Services Agreement.

“**Professional Services Agreement**” means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Foundation Tenant Service Terms, the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

“**Professional Services Data**” means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into a Service, or Covered Data accessed within or extracted from the Customer’s tenant or instance to perform the Professional Services.

“**Standard Contractual Clauses**” means the Standard Contractual Clauses for the transfer of personal data to processors established in third countries pursuant to Commission Decision (2010/87/EU) (without the optional

clauses) available on the European Commission's website at http://ec.europa.eu/justice/data-protection/international-transfers/transfer/index_en.htm.

"Subprocessor" means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

"Subprocessor List" means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data, accessible through Workday's website (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>).

"Workday BCRs" means Workday's Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday's website (currently located at <https://www.workday.com/en-us/why-workday/security-trust.html>).

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer's documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE) and as further specified via Customer's use of the Covered Service. Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Workday to carry out lawfully the Processing contemplated by this DPE.

3. Subprocessors

3.1 Use of Subprocessors. Customer hereby agrees and provides a general prior authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This Section 3.3 shall apply only where and to the extent that Customer is established within the European Economic Area, the United Kingdom or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

4. Rights of Data Subjects

4.1 Assistance with Data Subject Requests. Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Data Processor, provide reasonable support to Customer to enable

Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws (“**Data Subject Requests**”).

4.2 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

5. Workday Personnel

Workday shall require screening of its personnel who may have access to Personal Data, and shall require such personnel (i) to Process Personal Data in accordance with Customer’s instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.

6. Personal Data Breach

In the event Workday becomes aware of a Personal Data Breach it shall without undue delay notify Customer in accordance with the Security Breach provisions of the MSA. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

7. Security of Processing

Workday shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as described in the Universal Security Exhibit.

8. Audit

Customer agrees that, to the extent applicable, Workday’s then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday’s ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, such information and/or audit shall be made available in accordance with Workday’s Customer Audit Program.

9. Return and Deletion of Personal Data

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

10. Additional European Terms

10.1 Data Transfers. Workday makes available the transfer mechanisms listed below which shall apply to transfers of Personal Data from the European Economic Area and/or its member states, the United Kingdom and Switzerland to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws of the foregoing countries.

- i. Binding Corporate Rules.** For the Covered Services identified in Addendum A, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer affiliate established in the European Economic Area, the United Kingdom or Switzerland. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. In the event of any conflict or inconsistency between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

- ii. **Standard Contractual Clauses.** The Standard Contractual Clauses shall be deemed incorporated into this DPE by reference and shall apply between Customer and the Customer Affiliates established within the European Economic Area, the United Kingdom and Switzerland (each as “data exporter”) and Workday, Inc. (as “data importer”), subject to the requirements of Section 11.
- iii. **Order of precedence.** Where more than one transfer mechanism applies, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (i) the Workday BCRs and, (ii) the Standard Contractual Clauses.

10.2 Subject-Matter, Nature, Purpose and Duration of Data Processing. Workday will Process Personal Data to provide the Covered Service. The duration of Processing Personal Data shall be for the term of the Agreement.

10.3 Types of Personal Data and Categories of Data Subjects. The types of Personal Data and categories of Data Subjects are set forth in Appendix 1 to the Standard Contractual Clauses, which is hereby incorporated into this DPE by this reference and shall be binding as if it was set forth in this DPE in its entirety.

10.4 Data Protection Impact Assessments and Prior Consultations. Customer agrees that, to the extent applicable, Workday’s then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday’s ISO 27001 and ISO 27018 Certifications will be used to carry out Customer’s data protection impact assessments and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer’s use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program.

11. Clarifications to the Standard Contractual Clauses

If Customer executes the Standard Contractual Clauses, the terms in this Section will apply.

11.1 Appendices. Appendices 1 and 2 to this DPE shall be deemed automatically incorporated into Appendices 1 and 2 of the Standard Contractual Clauses.

11.2 Audits. For the purposes of Clause 5 (f) of the Standard Contractual Clauses, audits will be performed in accordance with Section 8 of this DPE.

11.3 Subprocessors. For the purposes of Clause 11 of the Standard Contractual Clauses, Customer consents to Workday appointing Subprocessors in accordance with Section 3 of this DPE.

11.4 Return and Deletion of Personal Data. For purposes of Clause 12 (1) of the Standard Contractual Clauses, Workday shall return and delete Data Exporter’s data in accordance with Section 9 of this DPE.

11.5 Conflict. For the avoidance of doubt, the parties agree that the terms of this Section are not intended to amend or modify the Standard Contractual Clauses. These provisions provide clarity in terms of Workday’s business processes for complying with the Standard Contractual Clauses. In the event of any conflict between the terms of this DPE and the provisions of the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail

12. General Provisions

12.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

12.2 Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday’s systems.

12.3 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

12.4 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

12.5 Remedies. Customer's remedies (including those of its Affiliates) with respect to any breach by Workday or its Affiliates of the terms of this DPE (including the Standard Contractual Clauses), and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the "**Liability Cap**"). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.

12.6 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

APPENDIX 1

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

A customer of Workday's enterprise software-as-a-service applications.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Workday, Inc. is a provider of enterprise software-as-a-service applications. The data importer processes Personal Data on behalf of and according to the instructions of data exporter.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

- Data exporter's job applicants, candidates, current and former employees and other workers, as well as related persons.
- Employees or contact persons of data exporter's prospects, customers, business partners and suppliers.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data that is typically required for human capital and financial management, including the categories of data identified below:

- **Employees and other workers:** Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; ethnicity; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; religion information; date of birth and birth place; gender; disability information; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; training and development information; award information; membership information.
- **Related persons:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information.
- **Prospects, customers, business partners and suppliers:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Ethnicity; religious beliefs; trade union membership information, health data (employee sick leave, disability information).

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

Software-as-a-Service Applications

Basic processing activities involve storing Personal Data and processing to operate and maintain the enterprise software-as-a-service applications and implement data exporter's instructions when using the software-as-a-service applications (e.g. storage, use, retrieval or erasure of Personal Data).

Professional Services

Basic processing activities involve using, configuring and storing Personal Data to provide Professional Services and implement data exporter's instructions.

APPENDIX 2

Description of the technical and organizational security measures implemented by Workday:

Data importer shall implement appropriate technical and organizational measures, designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in Section 7.

The technical and organizational measures, internal controls, and information security routines set forth in the Security Exhibit are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.

ADDENDUM A
BCR Covered Services

Covered Service	Applicable SKU Names
HCM/FIN/ANALYTICS	Human Capital Management, Cloud Connect for Benefits, Workday Payroll, Cloud Connect for Third Party Payroll, Time Tracking, Recruiting, Learning (excluding Media Cloud), Learning for Extended Enterprise, Core Financials, Expenses, Procurement, Inventory, Grants Management, Projects, Projects Billing, Workday Prism Analytics and Student
Workday Adaptive Planning	Workday Adaptive Planning SKUs, such as Planning & Analytics, Workforce Planning, Financial Planning, Sales Planning, Operational Planning, however defined in the applicable order form.
Workday Extend	Workday Cloud Platform



UNIVERSAL SECURITY EXHIBIT

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. Mandatory employee security awareness and training programs, which include:
 - a) Training on how to implement and comply with its information security program; and
 - b) Promoting a culture of security awareness.
2. **Access Controls**. Policies, procedures, and logical controls:
 - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - b) To prevent those workforce members and others who should not have access from obtaining access; and
 - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.
6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.

UNIVERSAL SECURITY EXHIBIT

9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its information security program, including:
 - a) Designating a security official with overall responsibility; and
 - b) Defining security roles and responsibilities for individuals with security responsibilities.
11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.
12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
 - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - b) Reviewing privileged access to Workday production systems processing Covered Data; and
 - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:
 - a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
 - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
 - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
 - i) Cross-site request forgery
 - ii) Services scanning
 - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iv) XML and SOAP attacks
 - v) Weak session management
 - vi) Data validation flaws and data model constraint inconsistencies
 - vii) Insufficient authentication
 - viii) Insufficient authorization
14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
 - a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;
 - b) Security and data privacy regulations applicable to Workday; and
 - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

**ORDER FORM 00267049.0**

Customer Name	City of Olympia
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	December 9, 2021 through January 8, 2030
Order Term in Months	97
Currency	USD
Total Subscription Fee	3,500,000
Tenant Base Name	olympiawa

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	207,894
2	Due on January 9, 2023	254,889
3	Due on January 9, 2024	481,477
4	Due on January 9, 2025	491,107
5	Due on January 9, 2026	500,929
6	Due on January 9, 2027	510,948
7	Due on January 9, 2028	521,166
8	Due on January 9, 2029	531,590
	Total Payment Amount	3,500,000

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	December 9, 2021 through January 8, 2023	207,894
2	January 9, 2023 through January 8, 2024	254,889
3	January 9, 2024 through January 8, 2025	481,477
4	January 9, 2025 through January 8, 2026	491,107
5	January 9, 2026 through January 8, 2027	500,929
6	January 9, 2027 through January 8, 2028	510,948
7	January 9, 2028 through January 8, 2029	521,166
8	January 9, 2029 through January 8, 2030	531,590
	Total Subscription Fee	3,500,000

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Term, any increases due to CPI (also defined below) are waived. Customer understands that the Subscription Fees above reflects Customer's planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

Subscription Rights Table

SKU	Service	Pricing Metric	Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise

FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PLNF	Financial Planning	FSE*	Full Enterprise
PRA	Prism Analytics	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
INV	Inventory	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only

*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

**Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	635
United States-based employees	635

Named Support Contacts Table

Number of Named Support Contacts*	6
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*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Customer Contact Information

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name	Kimberly Couture	Jessica Locke	Kimberly Couture
Street Address	PO Box 1967	PO Box 1967	PO Box 1967
City/Town,	601 4th Ave E	601 4th Ave E	601 4th Ave E
State/Region/County,	Olympia, Washington	Olympia, Washington	Olympia, Washington
Zip/Post Code,	98507-1967	98507-1967	98507-1967
Country	United States	United States	United States
Phone/Fax #	(360) 570-3787	(360) 570-3787	(360) 570-3787
Email (required)	itadmin@ci.olympia.wa.us	itadmin@ci.olympia.wa.us	itadmin@ci.olympia.wa.us

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“Downloadable Components”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the effective date of this Order Form, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the MSA. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. The parties further agree to the terms in the attached Addendums and Exhibits. Any Service SKU described in this Order Form is governed by the Workday Universal Data Processing Exhibit and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Subscription Rights limits may not be decreased during the Order Term.

2. FSE Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	615	100.0%	615
Part-Time Employees	24	25.0%	6
Associates	110	12.5%	14
Former Workers with Access	0	2.5%	0
Total FSE Count:	749		635

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Full-Time Employee” is an employee who is categorized in the Service by Customer as full time according to Customer’s standard employment policies and in accordance with applicable laws with an Active Record.

“Part-Time Employee” is an employee who is categorized in the Service by Customer as part time according to Customer’s standard employment policies and in accordance with applicable laws with an Active Record.

“Associate” is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “Static Records” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “Active Records.”

3. Growth and Expansion.

Customer will report to subscriptions@workday.com no later than 30 days prior to the anniversary of the Order Term start date (“**Annual Reporting Date**”) based on the metrics in this Growth and Expansion Section. Unless otherwise provided below, Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below in this section to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Date through the subsequent anniversary date (each a “**Reporting Period**”). In addition to the Annual Reporting Date, if Customer exceeds Subscription Rights by 10% or more (“**Growth Event**”) as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay fees from the date of the Growth Event through the subsequent anniversary date. Customer agrees to execute an order form documenting any additional fees due pursuant to this Growth and Expansion section of this Order Form.

a. FSE Metric Reporting.

FSE Metric: The number of Active FSE Worker Records as of sixty (60) days prior to each anniversary of the Order Term start date. Additional FSE Workers are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	FSE Expansion Rate
All Service SKUs (combined excluding CCB, USP)	722.86
CCB	25.34
USP	63.34

4. Renewal.

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term (“**Renewal Term**”) at the below pricing:

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous year subscription fee x (1+ (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous year subscription fee x (1+ (5% Innovation Index + Renewal Term CPI))

The “**Base Subscription Fee**” means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Period Subscription Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

5. Additional Definitions.

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

“**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form. Workday Service SKU descriptions for SKUs not subscribed to by Customer are provided for reference only and are subject to change.

Core Human Capital Management

Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

Talent Optimization

Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.

Cloud Connect for Benefits

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

Workday Payroll for US

Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Time Tracking

Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

Projects

Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

Project Billing

Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

Learning

Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

Media Cloud

Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.

Expenses

Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Procurement

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Inventory

Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

Core Financials

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

Grants Management

Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

Financial Planning

to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.

Recruiting

Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

Prism Analytics

Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.

WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

1. Permitted Scope of Use

Customer may use Workday Learning only for the internal business purposes of Customer and its Affiliates for training and developing its internal workforce limited to its Employees or Workers having an Active Record in the HCM Service and that are included in the number of FSE Workers in a current Order Form. Learning includes unlimited storage for Media Cloud Content (defined in the Media Cloud Terms Addendum) for Customer's learning programs and unlimited bandwidth. All use of Media Cloud, both with Learning and with any other Service applications, is subject to the terms and conditions set forth in the Media Cloud Terms Addendum.

2. Course Content

Workday Learning provides Customer with the opportunity to build and promote to its workforce customized learning programs, lessons, and campaigns created through use of the Workday Learning Service ("Courses"). Courses may include links to or otherwise incorporate Media Cloud Content. Customer is solely responsible for all content of Courses it creates in Workday Learning, including any related Media Cloud Content ("Course Content"). Customer must obtain and maintain all necessary rights, consents, permissions and licenses to transfer, convert, input or upload Course Content into Workday Learning and to publish, broadcast, and otherwise make any such Course Content available to its users. Customer is responsible for obtaining all applicable licenses and authorizations for streaming or displaying Course Content to its users in any and all locations from which Customer's users access the Workday Service. To the extent Customer is not the sole owner of any Course Content, Customer is solely responsible for complying with the content owner's applicable terms of use and all Laws applicable to use of such Course Content, both from where Course Content is accessed and where Course Content is displayed. Customer agrees to indemnify and hold harmless Workday, its service providers and subcontractors, and its and their Affiliates, from any losses arising out of or relating to any third-party claim concerning Course Content or Customers' violation of the applicable Acceptable Use Policies (defined in the Media Cloud Terms Addendum). Customer grants Workday, its service providers and subcontractors, and its and their Affiliates, all right and licenses to access, publish and use Course Content for the purposes of providing the Learning Service and/or to comply with the Laws or requests of a governmental or regulatory body.

3. Additional Support Location for Workday Learning

Customer understands and agrees that Workday may provide support for Learning from Canada, including access to Customer's Tenants in connection with such support.

WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Workday Media Cloud Additional Terms and Conditions (the “**Media Cloud Terms**”), which are subject to and governed by the MSA except as otherwise set forth herein, apply exclusively to Media Cloud and Media Cloud Content. Capitalized terms, unless otherwise defined, have the same meaning as in the primary Service subscription agreement between Workday and Customer (the “**MSA**”).

1. Provision of Media Cloud. “**Media Cloud**” consists of Workday’s storage, encoding, caching, playback, streaming, and related service components for Media Cloud Content as provided by Workday for customers of the Service. Media Cloud components are hosted or delivered by third party service providers as described on Workday’s Subprocessor List at <https://www.workday.com/en-us/legal/subprocessors.html> (collectively, “**Media Cloud Subprocessors**”). Workday may change its Media Cloud Subprocessors or move portions of Media Cloud into a Workday hosted co-location data center. Workday shall provide prior notice of a change to any Media Cloud Subprocessor through its standard customer communication methods (i.e. Workday’s Subprocessor List, Community posts, etc.). Workday is not required to escrow third-party source code that is used in providing Media Cloud.

2. Media Cloud Content. Media Cloud Content is Confidential Information subject to the MSA. “**Media Cloud Content**” means:

- (1) all video, audio, live stream and packaged e-learning content (such as SCORM, AICC, xAPI, CMI-5 or other formats) (referred to herein as “**Packaged Media Content**”) either (A) uploaded by or for Customer to Media Cloud through any Service application including Workday Drive, (B) recorded or created by or for Customer within a Service application using any Media Cloud features, or (C) auto-generated by Media Cloud in connection with items (1)(A) or (1)(B);
- (2) any images, thumbnails, closed-captions, text transcripts, presentation slides, tracking data, annotations, questions, responses, and other metadata related to any Media Cloud Content listed in Section 2, item (1); and
- (3) all content retrieved by Media Cloud from a third-party API that is either publicly available or for which Customer has obtained and provided valid credentials to the Service to import such content into Media Cloud.

3. Player for Packaged Media Content. Workday Media Cloud offers an optional “**Player for Packaged Media Content**”. The Player for Packaged Media Content is not part of the Service and is not covered under Workday’s existing audit reports, security exhibits, data processing terms, or the Workday Customer Audit Program. Workday shall provide support for the Player for Packaged Media Content consistent with Workday’s standard support policy. Customer is licensed to use the Player for Packaged Media Content solely in support of Customer’s use of the Learning Service. “**Packaged Media Content User Interaction Data**” means data relating to user interactions with Packaged Media Content, including but not limited to, start/stop course activity, quiz responses, and interactions with page elements.

4. Customer Rights and Obligations. Customer shall use Media Cloud only in connection with authorized use of the Service for the benefit of Customer, its Affiliates, and its Authorized Parties covered under a current subscription agreement. Customer shall use Media Cloud only in accordance with these Media Cloud Terms. Customer shall: (1) maintain all licenses, consents, rights, permits, and authorizations necessary for transferring, uploading, publishing, broadcasting, streaming and displaying Media Cloud Content in all locations from which Customer’s or its Affiliate’s users access the Service and for the public use of external sites as referenced above; (2) to the extent Customer is not the sole owner of any Media Cloud Content, comply with the content owner’s applicable terms of use; (3) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, the Media Cloud AUPs; (4) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, all Laws applicable to use of Media Cloud Content, both from where Media Cloud Content is accessed and where Media Cloud Content is displayed; and (5) be responsible for the transfer of personal data or other sensitive data to Media Cloud. Customer acknowledges that Media Cloud is not intended for storage or transmission of sensitive personal data or credit card data. Customer shall not upload or transmit Protected

Health Information as defined in 45 C.F.R. §160.103 (“PHI”) in or to Media Cloud, and Customer shall indemnify and hold Workday, its service providers and subcontractors, and its and their Affiliates, harmless from any losses arising out of or relating to any third-party claim concerning Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates, Authorized Parties, or its users. Customer acknowledges that content provided by Workday and third parties, as well as content catalog listing information, is not part of the Service, and Customer shall use such content in accordance with the content provider’s terms of use and privacy policies.

5. Media Cloud AUPs. “Media Cloud AUPs” means Workday’s Learning and Media Cloud AUP, which also incorporates by reference Acceptable Use Policies of each applicable Media Cloud Subprocessor. The current version of the Media Cloud AUPs can be found at <https://community.workday.com/aup-learning> and is subject to change at the discretion of Workday and each applicable Media Cloud Subprocessor at any time. Workday may suspend Customer’s access to Media Cloud at any time if Workday or a Media Cloud Subprocessor reasonably believes Customer has violated, or intends to violate, the Media Cloud AUPs or these Media Cloud Terms. To the extent practicable, Workday will only suspend Customer’s right to access or use the instances, data (including Media Cloud Content), or portions of Media Cloud that caused the suspension. Any such suspension will not be deemed a breach of the MSA by Workday. Customer shall cooperate with Workday and its Media Cloud Subprocessors in the investigation of any actual or alleged violation of the Media Cloud AUPs.

6. Ownership and Reservation of Rights. As between Workday and Customer, Customer retains all ownership in the Media Cloud Content uploaded to Media Cloud by any Authorized Party of Customer. Notwithstanding the foregoing, Workday or its suppliers retain all ownership in Media Cloud Content that it makes available for Customer use. Workday is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Customer. Workday and its suppliers retain all ownership in all components of Media Cloud. Customer is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Workday.

7. Security. Workday shall comply with the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Media Cloud, including the operations and facilities of any Media Cloud Subprocessor, are not covered under any of Workday’s existing audit reports. Media Cloud leverages a third-party Content Delivery Network (“CDN”) to deliver Media Cloud Content to Customer end users. Currently, Media Cloud Content and Packaged Media Content User Interaction Data that traverses through the CDN uses Transport Layer Security (TLS). Media Cloud Content and Packaged Media Content User Interaction Data is not encrypted at rest when temporarily cached in the CDN. Packaged Media Content and other Media Cloud Content will not be considered Customer Data (or equivalent term in the MSA).

8. Data Processing Terms. All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> (the “Workday Universal DPE”).

9. Support. Customer acknowledges that (1) Workday may provide support for Media Cloud from Canada and other Workday support locations, including access to Customer’s Media Cloud Content in connection with such support and (2) to the extent Customer elects to use any third party tool or website to diagnose and troubleshoot any issues with Customer’s Media Cloud Content or use of Media Cloud, even if recommended by Workday, Customer will be solely responsible and shall indemnify Workday its service providers and subcontractors, and their Affiliates, against all losses arising out of or relating to Customer’s use of any such third party tool or website.

10. Media Cloud Term and Termination. Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these Media Cloud Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA. Unless



Customer has a subscription to use the Learning Service, then either party may terminate these Media Cloud Terms by providing formal written notice in accordance with the notice requirements in the MSA. As of the effective date of termination of these Media Cloud Terms: (1) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (2) Customer will no longer provide any Media Cloud Content; and (3) Workday will delete all of Customer's Media Cloud Content in a timely manner. Except for Customer's right to use Media Cloud, the provisions herein will survive any termination or expiration of these Media Cloud Terms. Customer acknowledges that Media Cloud Terms must be in place for Customer to use certain features of other Service applications, such as Learning.

WORKDAY PRISM ANALYTICS TERMS AND CONDITIONS ADDENDUM

Notwithstanding anything to the contrary in the MSA (including any statement that the MSA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum will apply to Customer's use of Prism Analytics ("**PRA**") and will control over the terms of the MSA and Order Forms to the extent they conflict with or are not covered by the MSA or Order Forms.

1. Scope of Use.

Customer may use PRA to store and analyze data solely for the internal business purposes of Customer and the internal business purposes of Customer's Affiliates if Customer's subscription for PRA includes Affiliate's Employees. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data.

2. Calculation of Usage

Customer's subscription to PRA herein permits Customer to use PRA up to 100M of Published Data Rows for each Tenant (implementation and production tenants). "**Published Data Rows**" are the number of data rows in total datasets designated as "published" (and therefore capable of being reported upon) in the Customer's PRA data catalog. For the purposes of determining compliance with the limit on Published Data Rows, Workday will consider any data row published that exceeds 1000 characters as multiple data rows in 1000 character increments. Published Data Rows are measured separately for each Tenant. Workday shall provide Customer with detailed instructions on how to monitor Customer's own usage in PRA and how to manage Published Data Rows. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional capacity (PRACUs, as defined below) for use in Customer's Tenant which expands the allowable Published Data Rows. Customer's "**Data Limit**" for each Tenant is the sum of the limit set forth above and all current applicable Capacity Unit subscriptions purchased by Customer for such Tenant. Workday reserves the right to monitor the number of Published Data Rows by Tenant used by Customer, and if at any time Customer exceeds its Data Limit applicable to Published Data Rows for a particular Tenant, then Customer may experience reduced performance of the Tenant. If Customer continues to exceed its Data Limit for more than thirty (30) days after receiving a notification from Workday of such overage, through Workday's customer care offering or other reasonable means, then Workday will (i) require Customer to enter into a new Order Form at a prorated amount based on the fees per PRACU set forth in this Order Form, for the applicable number of additional PRACUs necessary to cover the difference between the measured usage and Customer's current Data Limit for that Tenant, or (ii) limit the addition of data to the Tenant and the number of data rows that may be published. A Capacity Unit will increase Customer's current Data Limit for the applicable Tenant for the entirety of the remainder of the applicable Order Term. Pricing of Capacity Units is dictated by the terms set forth herein.

3. Workday Prism Analytics Capacity Units ("**PRACU**").

Each PRACU will increase the allowable Published Data Rows for a particular Tenant by an additional 100M of Published Data Rows with an annual fee of \$40,000 USD per PRACU for each Year (fees for any partial Year of the Order Term will be prorated, on a monthly basis, based on such annual fee). A PRACU term begins on the PRACU Order Effective Date and ends on the last day of the then-current Order Term for Prism Analytics. PRACU charges will be invoiced in accordance with the MSA. An Order Form will be required for the purchase of any PRACUs.

WORKDAY ADAPTIVE PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Additional Terms and Conditions (“**Planning Terms**”) supplement and amend the MSA only for the Workday Adaptive Planning SKU(s) listed on this Order Form (“**PLNSKU**”) and do not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the MSA.

1. **Documentation.** The Documentation for PLNSKU (<https://knowledge.adaptiveplanning.com/>) applies in lieu of any other Workday Documentation.
2. **Support.** Support for PLNSKU is provided as set forth in the SLA for Planning (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/.html>). The Workday SLA does not apply to PLNSKU.
3. **Planning Instances and Administrators.**
 - (a) PLNSKU uses Planning Instances for Customer Data rather than Customer’s Tenant. A “**Planning Instance**” is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer’s Planning Instance consistent with the Tenant deletion terms in the MSA.
 - (b) PLNSKU uses Administrators. “**Administrators**” mean those Authorized Party users who are designated by Customer to have administrative rights to Customer’s account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.
4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/.html>) shall govern PLNSKU. PLNSKU is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit.
5. **Subprocessor List.** “**Subprocessor List**” means the list (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU.
6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Workday Adaptive Planning or successor third-party audit report (“**Planning SOC2**”). For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. All background checks will be conducted pursuant to the Planning SOC2. PLNSKU has separate ISO 27001, ISO 27018, and ISO 27701 certifications that apply in lieu of Workday ISO certifications.
7. **Protected Information.**
 - (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.
 - (b) “**Protected Information**” means, to the extent any of the following relates to an identified or identifiable natural person, (i) patient medical or other health information as described in the Health Insurance Portability and Accountability Act or similar U.S. or foreign laws and regulations; (ii) Cardholder Data, as that term is defined in the Payment Card Industry data security standards; (iii) information subject to regulation by the Gramm-Leach-Bliley Act; or (iv) information within one of the special categories of personal data as described in Article 9 of the General Data Protection Regulation.

WORKDAY INNOVATION SERVICES TERMS AND CONDITIONS ADDENDUM

These Workday Innovation Services Terms and Conditions (these “**IS Terms**”) are subject to and governed by the MSA and, except as otherwise set forth herein, apply to all Innovation Services (each, an “**Innovation Service**” and, collectively, “**Innovation Services**”) offered by Workday. Unless otherwise defined herein, capitalized terms used in these IS Terms have the same meaning as set forth in the MSA. The parties agree that these IS Terms apply exclusively to the use of Innovation Services and IS Data (each as defined below) and do not amend the terms of the MSA. Notwithstanding anything to the contrary in the MSA and solely with respect to the Innovation Services provided hereunder, in the event of a conflict, the provisions of these IS Terms shall take precedence over provisions of the body of the MSA and over any other exhibit or attachment.

1. For Purposes of these IS Terms:

“**Customer Results**” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data; provided that Workday Results shall never be classified as Customer Results;

“**Workday Results**” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data that has undergone processing by Workday such that it can no longer be used to identify, directly or indirectly Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person; and

“**Results**” means, collectively, Customer Results and Workday Results.

2. **Innovation Services.** Subject to these IS Terms and the applicable service description posted on Workday’s Community site (each, a “**Service Description**”), Customer may access and use Innovation Services to enhance and optimize Customer’s experience with the Service (or such equivalent term in the MSA). Customer determines which Innovation Service(s) to participate in by actively enabling such Innovation Service(s) inside its Tenant (“**IS Enablement**”). Unless otherwise indicated in a Service Description or agreed in an Order Form, all Innovation Services are part of the Service, will be delivered with no additional fees to the Customer, and will be provided in English only. For clarity, these IS Terms apply to all Innovation Services, including but not limited to (a) those purchased under an order form and (b) those delivered with no additional fees and enabled in Customer’s Tenant.
3. **Innovation Services Data.** In these IS Terms, the data that Customer provides to Innovation Services is referred to as “**IS Data**”. An explanation of what IS Data must be contributed in order to utilize a specific Innovation Service is included in the applicable Service Description. IS Data is not considered Customer Data (or such equivalent term in the MSA) but will be protected as Confidential Information under the MSA and protected as described in these IS Terms, the Workday Universal Security Exhibit, and the Workday Universal DPE. IS Data will be used by Workday only in accordance with the applicable Service Description, these IS Terms, and the MSA. Customer has no obligation to contribute IS Data but Customer’s right to participate in any specific Innovation Service(s) and receive Results (as defined above) is conditioned on Customer contributing IS Data. Customer can stop contributing IS Data at any time through the IS Enablement process (by disabling a specific Innovation Service).
4. **Workday Obligations.** Workday shall not use IS Data except to (i) provide and improve Innovation Services, (ii) generate Results, (iii) prevent or address service or technical problems, and (iv) verify Service Improvements, each in accordance with these IS Terms and the Documentation (as defined in the MSA), or in accordance with Customer’s instructions.
5. **Customer Obligations.** Customer is responsible for obtaining and verifying it has all authorizations, consents, and rights necessary to utilize Innovation Services and contribute IS Data in accordance with these IS Terms, each Service Description and applicable Law. Customer shall not contribute IS Data that contains Protected Health Information as defined in 45 C.F.R. §160.103 (“**PHI**”) if such contribution is prohibited under the applicable Service Description.

6. Proprietary Rights and Licenses.

6.1. Subject to these IS Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use the Innovation Services, including, if applicable, any third-party content Workday makes available to Customer through any Innovation Service (“**IS Content**”) and Results, solely for the internal business purposes of Customer and its Affiliates, to the extent included in Customer’s current subscription to Service applications.

6.2. Subject to these IS Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the Workday Universal DPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import, and format IS Data for the purposes set forth in the Workday Obligations Section above. As between the parties, Customer owns all IS Data and Customer Results and Workday and its licensors own the Innovation Services, IS Content, and all Workday Results.

7. Security. For each Innovation Service, Workday has implemented and will maintain appropriate technical and organizational measures designed to protect IS Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to, as set forth in the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the “**Workday Universal Security Exhibit**”) which is incorporated into these IS Terms by this reference. Unless otherwise set forth in a Service Description, Innovation Services are not in scope for Workday’s third-party audit reports (i.e., SOC1, SOC2, ISO Certification).

8. Data Processing Terms. All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the “**Workday Universal DPE**”) which is incorporated into these IS Terms by this reference.

9. Deletion of IS Data. At its discretion, Customer may elect to stop contributing IS Data at any time by disabling specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). In the event Customer disables Innovation Service(s) through the IS Enablement process, Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.

10. Term, Termination, Suspension. Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these IS Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA, during which Customer will have an active subscription to Innovation Services. Unless otherwise set forth in a Service Description and excluding Innovation Services that are required for a SKU which Customer has purchased, Workday may terminate any Innovation Service for convenience by providing at least thirty (30) days’ prior notice which may be provided by a general announcement via Community. Customer may terminate its use of any Innovation Service for convenience at any time by disabling such Innovation Service through IS Enablement or Customer may terminate these IS Terms by providing Workday with formal written notice pursuant to the MSA with a copy by email to legal@workday.com, and such notice will be effective thirty (30) days after Workday’s receipt of the notice. Customer understands and agrees that in the event Customer has purchased a SKU which requires Innovation Services capabilities, termination of these IS Terms will not result in a refund of fees paid or nonpayment of fees payable for the applicable SKU. Upon any termination of an Innovation Service, as of the effective date of such termination, Customer may no longer have access to such Innovation Service, and related IS Data and Results. Workday may suspend Customer’s access to any Innovation Service at any time in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Innovation Service.

11. Miscellaneous. No uncured breach of these IS Terms by either party will give rise to a termination right under the MSA. Workday is not required to escrow third party source code that is used in the Innovation Services. Workday may modify Service Descriptions from time to time provided that Workday does not materially diminish the applicable security and privacy commitments as set forth in these IS Terms. Workday will provide



notice of any change to a Service Description through Community and any change will not go into effect until thirty (30) days after such notice.



ORDER FORM #300385

Customer Name	City of Olympia
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the Signature Document
Order Term	December 9, 2021 through January 8, 2030
Currency	USD
Total Training Fees	193,130

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	91,954
2	Due on first anniversary of the Order Term start date	25,294
3	Due on second anniversary of the Order Term start date	25,294
4	Due on third anniversary of the Order Term start date	25,294
5	Due on fourth anniversary of the Order Term start date	25,294
	Total Payment Amount	193,130

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
AK	Adoption Kit	5,294	1	5	26,470
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	5	25,000
LODPAY10	Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	1	5	25,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	5	25,000

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	5	25,000
LODPLNTRN 10	Learn On-Demand – Adaptive Planning - Administrator Training Kit 10 Initial Users		1	5	0
				Total Training Fees	126,470

SKU	Training Offering	Price Per Unit	Quantity	Total Training Fees
TC	Training Credits (prepaid)	660	101	66,660
			Total (TC) Training Fees	66,660

Customer Contact Information	Billing, In Care of
Contact Name	Danelle MacEwen
Street Address City/Town, State/Province/Region Zip/Postal Code Country	PO Box 1967 601 4th Avenue East Olympia, WA 98507-1967 United States
Phone	Phone: 360-753-8211
Email (Required)	dmacewewn@ci.olympia.wa.us itadmin@ci.olympia.wa.us

This Order Form is subject to and governed by the MSA and Addendum A attached hereto. This Order Form will control over the terms of the MSA to the extent they conflict with or are not covered by the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com

**ADDENDUM A
ADDITIONAL ORDER FORM TERMS – TRAINING**

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail with respect to the terms hereof.

1. Training Terms. The Training Credits purchased under this Order Form may be utilized for any courses identified in Workday’s training catalog (the “Training Catalog”) as eligible to be purchased with training credits (“TC-eligible Courses”) that start on or after the Order Effective Date and end on or before eighteen (18) months from the Order Effective Date. The manner of delivery of TC-Eligible Courses is set forth in the Training Catalog. The number of Training Credits required for an attendee to attend a specific TC-eligible Course are set forth in Workday’s current training catalog. Each attendee must be registered to attend each course. If Customer elects to register for any training course(s) without an adequate prepaid Training Credit balance, the Workday list prices set forth in the Training Catalog will apply. Any Customer request for a cancellation of a course enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) calendar days prior to the scheduled course start date. Cancellation requests received less than seven (7) calendar days prior to the scheduled course start date will not be honored and the applicable Training Credits will be deducted from Customer’s balance.

2. Training Credit Bulk Purchase Option. Under this Order Form, Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepaays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. If Customer elects to purchase training courses without using Training Credits, such purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 - 10	USD \$ 800
11 - 25	USD \$ 760
26 - 50	USD \$ 735
51 - 75	USD \$ 710
76 - 100	USD \$ 685
101 - 249	USD \$ 660
250+	USD \$ 620

3. Dedicated Training Terms. Customer may request to schedule Workday instructor-led training offerings as a dedicated training course provided only to Customer’s attendees (“**Dedicated Training**”). Dedicated Training is subject to Workday’s availability and approval and the additional terms in this Section. The minimum and maximum number of students for any Dedicated Training is thirteen (13) minimum and twenty (20) maximum. Fees for Dedicated Training will equal the number of attendees multiplied by the applicable per-attendee student price or Training Credit value of the training course as set forth in the Training Catalog. If Customer does not use Training Credits purchased prior

to the Dedicated Training start date, Workday will invoice Customer for the training fees following the training. If Customer and Workday expressly agree in writing to deliver the Dedicated Training at Customer's site, in addition to the applicable fees or Training Credits for the Dedicated Training, Customer will reimburse Workday for the reasonable and actual travel living expenses incurred by the instructor(s) following the Dedicated Training. Any Customer request to cancel a Dedicated Training received less than fourteen (14) full calendar days from the scheduled start of the course is subject to a cancellation fee of 50% of the price of the course for thirteen (13) attendees as well as reimbursement for any non-refundable travel expenses incurred by the instructor(s).

4. Learn On-Demand Terms. The first Learn On-Demand ("LOD") SKU of each Library purchased by Customer is for ten (10) Named Users. Each "5 Additional Users" SKU is for five (5) additional Named Users for the stated Library. A "Library" is a bundle of specific, related training concepts. A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide LOD access to such individual. Workday shall assign each Named User a password granting the Named User access to the applicable LOD library. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the LOD content within the specified Library(ies) during the Order Term.

5. Adoption Kit Terms.

- (a) The Adoption Kit is just-in-time, customizable materials for common employee and manager tasks, in addition to a wide range of templates and assets to help customers successfully roll out Workday across their organization.
- (b) During the Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize, and create derivative works of the Adoption Kit provided as part of this Order Form solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's authorized end users in accordance with the MSA. Customer is solely responsible for the accuracy of any modifications or customizations of the Kit made by it. Workday reserves the right to add or remove content from individual Kit and add or remove entire Kit in the library.
- (c) Subject to Workday's underlying intellectual property rights in the Adoption Kits, the Service, and all other materials provided by Workday in connection herewith, Customer owns all right, title, and interest in and to the improvements and other materials that Customer is permitted hereunder to develop, make, or conceive, without the involvement or input of Workday personnel, that relate to the Adoption Kit ("**Customer Improvements**"). If Workday is involved in the input or development of a Customer Improvement, Workday owns all right, title, and interest in and to such Customer Improvement and Customer has a non-exclusive, royalty-free license to use such Customer Improvement solely for its internal business purposes. To the extent Customer discloses any portion of a Customer Improvement to Workday or others, except for any Customer Confidential Information included therein, Customer grants Workday a perpetual, irrevocable, non-exclusive, royalty-free license to use such Customer Improvement for any purpose whatsoever. In addition, Customer acknowledges that Workday may independently create and use material that is substantially similar to Customer Improvements. Customer shall reproduce all Workday proprietary rights notices and headings on any full or partial copies of Workday material provided as part of the Program, in the same manner in which such notices were set forth in the original. Workday reserves all rights not expressly granted hereunder, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly specified.

6. Learn On-Demand Administrator Training Kit. A Learn On-Demand Administrator Training Kit is a bundle of training courses covering related training concepts. The Customer will have access to designate up to the specified number of "Named Users". A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide access to such

individual. Workday shall assign each Named User a password granting the Named User access to the applicable content. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the content within the specified Kit during the Order Term.

7. Miscellaneous Training Terms. Workday training is for use by Customer employees and independent contractors only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. Customer will pay for all training courses taken under Customer's account (included courses not timely cancelled). Workday may utilize external systems for learning management, enrollment, course tracking, and to facilitate testing. Customer understands that any such system is not part of the Workday Service, although Workday's confidentiality obligations shall apply.



**ORDER FORM #267067
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")
DELIVERY ASSURANCE (FIXED FEE)**

Customer Name	City of Olympia (" Customer ")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588 (" Workday ")
MSA Effective Date	See the MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the Signature Document
Order Term End Date	Mar 19, 2023
Currency	USD
Total Consulting Fees	143,450.00

Consulting Engagement Type	
Delivery Assurance Checkpoints Reviews	
Delivery Assurance Project Management Reviews	

Product Components in Scope for Delivery Assurance	Human Capital Management, Benefits, Compensation, Absence Management, Learning, Recruiting, Time Tracking, Payroll- US, Financial Accounting, Budgets, Business Assets, Customer Accounts, Banking & Settlement, Inventory, Procurement, Projects, Supplier Accounts, Prism Analytics, Financial Planning, Grants Management
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Number of Prism Use Cases	2
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Customer Contact Information	Billing Contact
Contact Name	Danelle MacEwen
Street Address City/Town, State/Province/Region Zip/Postal Code Country	PO Box 1967 601 4th Avenue East Olympia, WA 98501 98507-1967 United States

Phone/Fax #	Phone: 360-753-8211
Email (Required)	dmacewewn@ci.olympia.wa.us

This Order Form (along with the tables above and Addendum attached hereto, this “**Document**”) is entered into as of the Order Effective Date listed above, and is subject to and governed by the MSA (the “**Agreement**”) between the Workday customer listed above (“**Customer**”) and the Workday entity listed above (“**Workday**”). In the event of a conflict between the terms of this Document and the terms of the Agreement, the terms of this Document shall prevail with respect to the subject matter hereof. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. This Document is only valid and binding on the parties when executed by both parties and is further subject to the additional terms in Addendum A attached hereto.

Workday may extend the Order Term with respect to the Delivery Assurance Services without Customer’s consent and at no additional cost to the Customer to the extent reasonably determined by Workday to be necessary or appropriate to perform the Delivery Assurance Services.

Professional Services and Scope. This Document describes the Workday’s delivery assurance Professional Services that Workday shall perform for Customer. Any service, deliverable, feature, or functionality not expressly identified in Addendum A is not in the scope of this Document.

Fees and Payment. This Document is for Workday’s delivery assurance consulting services to be provided during the Order Term on a fixed fee basis. All Professional Services will be performed remotely by Workday. The fixed fee amount does not include related travel and expenses. The Total Consulting Fee as set forth above shall be invoiced based upon the **invoice schedule set forth below**. Invoices are due in accordance with the Agreement. All remittance advice and invoice inquiries can be directed to AccountsReceivable@Workday.com.

Invoice schedule:

Invoice Number	Invoice Date	Invoice Amount
1	Upon the Order Effective Date	\$35,862.50
2	Ninety (90) days following the Order Effective Date	\$35,862.50
3	One hundred eighty (180) days following the Order Effective Date	\$35,862.50
4	Two hundred seventy (270) days following the Order Effective Date	\$35,862.50
Total Professional Services Fees		\$143,450.00

Termination. Unless terminated in accordance with this Section, this Document automatically terminates upon the earlier of: (i) completion of the professional services provided hereunder, or (ii) the termination of the Agreement. Either party may terminate this Document for cause on the same terms as it may terminate the Agreement for cause. Upon receipt of any notice of termination, Workday shall immediately cease performance of all services and Customer shall pay Workday within thirty (30) days after the date of termination for all services performed by Workday (included partially completed services) and travel and



living expenses incurred up to the cessation of such services. Notwithstanding any other provision to the contrary, termination or breach of this Document hereunder by either party for any reason shall not terminate nor give that party the right to terminate the Master Subscription Agreement or any Order Forms thereto.

ADDENDUM A ADDITIONAL TERMS – DELIVERY ASSURANCE

1. General

As part of Workday's delivery assurance consulting services ("**Delivery Assurance**" or "**DA**"), one or more Workday DA reviewers (each, a "**DA Reviewer**") and other Workday consultants (with the DA Reviewer, collectively, the "**Workday DA Team**") shall validate that Customer's deployment of the Workday Service, as performed by a Workday service partner ("**Partner**"), adheres to the Workday deployment methodology and configuration standards. Unless otherwise defined herein, capitalized terms used in this Addendum have the same meaning as set forth in the Agreement.

2. Description of Delivery Assurance Service

2.1 Configuration Checkpoint Reviews

a) Configure & Prototype Stage. This is the Workday DA Team's detailed review of the configuration of Customer's tenant that shall be used for end-to-end testing. The Workday DA Team shall review the configured application and document the findings for review by the Partner project consultant(s) and project manager responsible for Customer's deployment of the Workday Service (collectively, the "**Partner Deployment Team**"), as well as Customer. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) A Partner project consultant shall complete Workday's configuration review template corresponding to each functional DA area in scope for the project.

ii) The DA Reviewer shall review the configuration review template, complete the corresponding sections of the template, and provide feedback to the Partner project consultant.

iii) The Partner project consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process.

iv) A Partner project consultant shall discuss the checkpoint outcomes with the Customer and deliver the completed configuration review template to the Customer.

b) Deploy Stage. This is the Workday DA Team's detailed review of the configuration of the Customer pre-Production tenant before it is moved into Production. The Workday DA Team shall review the pre-Production tenant and document the findings for review by the Partner Deployment Team, as well as Customer. This review serves as a final pre-Production review of the tenant configuration. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) A Partner project consultant shall complete Workday's configuration review template corresponding to each functional DA area in scope for the project.

ii) The DA Reviewer shall review the configuration review template, complete the corresponding sections of the configuration review template, and provide feedback to the Partner project consultant.

iii) The Partner project consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process.

iv) The Partner project consultant shall discuss the checkpoint outcomes with the Customer and deliver the completed configuration review template to the Customer.

2.2 Workday Adaptive Planning Checkpoint Reviews.

a) **Initiate Stage (Blueprint Review).** The Partner Deployment Team shall create a blueprint document and requirement notes based on the Partner Deployment Team's requirements session for Workday Adaptive Planning. During the Blueprint Review, the Workday DA Team shall review the blueprint document and then meet with the Partner Deployment Team to align on best practice design and validate the design for the proposed blueprint model. This Blueprint Review shall include the following topics, as applicable: proposed structures, system access, model linking, best practice, size of data model, integration points, data flows, and/or reporting. After this alignment meeting, the Partner Deployment Team shall revise as discussed by the parties and provide it to Customer for approval.

b) **Model & Validate Stage (Solution Design Review).** The Workday DA Team shall conduct the Solution Design Review prior to the beginning of testing in order to analyze the configuration for best practices, maintainability, efficiency, and scale. The Workday DA Team, Partner project consultant, and Customer shall then meet to review the Solution Design Review results. The review shall include the examination of configurations against the blueprint document, including structures, security access, planning models, model mapping, data integrations, and reports. The Workday DA Team and Partner project consultant shall utilize proprietary tools in the performance of this review wherever necessary.

c) **Model & Validate Stage (Model Review).** The Workday DA Team shall review the Workday Adaptive Planning model after Customer has completed end-to-end testing and any revisions have been completed by the Partner project consultant. During the Model Review, the Workday DA Team shall conduct a final in-depth review of material aspects covered in the preceding Solution Design Review to agree the model is ready for Production, including a review of best practices, maintainability, efficiency, and scale prior to the commencement of deployment. The Workday DA Team shall meet with the Partner project consultant to validate the build follows the design and minimizes performance risks while adhering to best practices.

2.3 Integration Checkpoint Reviews. Only integrations that are within the scope of the DA that are built for the Customer by the Partner (each a "**Partner-Built Integration**") or by Workday (each a "**Workday-Built Integration**") qualify for the following Delivery Assurance reviews by the Workday DA Team.

a) **Architect Stage (Approach Review).** For all Partner-Built Integrations and Workday-Built Integrations in scope, the Workday DA Team shall review the approach to building the integration. The Workday DA Team's review of the integration approach occurs during the architect stage of the project to validate that the integration is architected with best practices in mind. The Workday DA Team shall then meet with Customer and the Partner Deployment Team to discuss the integration approach. The Workday DA Team's review of the integration approach includes activities such as reviewing the integration approach for functional use cases, data mapping, performance, and scalability. The Workday DA Team's review is performed prior to the build Stage, although prototyping may occur during the architect stage. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) The Partner project consultant shall identify all Partner-Built Integrations and Workday-Built Integrations that are in scope and log each integration in Workday's project tracking system for review by the DA Reviewer.

ii) A Partner project consultant shall complete Workday's integration review template for integrations in scope of the project.

iii) The DA Reviewer shall review the integration review template, complete the corresponding sections of the template, and provide feedback to the Partner project consultant.

iv) The Partner project consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process.

v) The Partner project consultant and DA Reviewer shall discuss the checkpoint outcomes with the Customer, and the Partner project consultant shall deliver the completed integration review template to the Customer.

b) **Test Stage.** For Partner-Built Integrations and Workday-Built Integrations, the Workday DA Team shall review all Partner-Built Integrations and Workday-Built Integrations in scope. The integration compliance (build) review occurs early in the test stage of the project to validate that any concerns identified during the review can be remedied and tested prior to moving the integrations into Production. The integration compliance (build) review is a diagnostic review of integrations in scope and includes the review of important configuration components that have been highlighted through Workday's deployment experience. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) A Partner project consultant shall identify all Partner-Built Integrations and Workday-Built Integrations that are in scope and log the integrations in Workday's project tracking system for review by Workday's centralized Delivery Assurance Support Team.

ii) The Partner project consultant shall complete Workday's integration review template.

iii) The Delivery Assurance Support Team shall review and document comments in the integration review template and update the status in Workday's project tracking system as the Partner project consultant works to resolve any issues, until the checkpoint status is marked complete by the Delivery Assurance Support Team.

iv) The Partner project consultant shall discuss the checkpoint outcomes with the Customer, and the Partner project consultant shall deliver the completed integration review template to the Customer.

2.4 Authentication Checkpoint Review. Only if an authentication compliance review has not previously been conducted for the Customer and integrations are in scope for the deployment.

a) **Test Stage.** The Workday DA Team shall review the authentication configuration. The authentication compliance review occurs early in the test stage of the project to validate that any concerns identified during the review can be remedied and tested prior to moving to Production. The authentication compliance review is a diagnostic review of the authentication in scope and includes the review of important configuration components that impact authentication. The Workday DA Team shall utilize proprietary tools in the performance of this review wherever possible.

i) The Partner project consultant shall complete Workday's authentication review template.

ii) Workday's centralized Delivery Assurance Support Team shall review and document comments in the authentication review template and update the status in Workday's project tracking system accordingly as the Partner project consultant works to resolve any issues, until the checkpoint status is marked complete by the Delivery Assurance Support Team.

iii) The Partner project consultant shall discuss the checkpoint outcomes with the Customer, and the Partner project consultant shall deliver the completed authentication review template to the Customer.

2.5 Reporting Checkpoint Review.

a) Test Stage. The Workday DA Team reviews the structure of custom reports that shall be regularly used on a post-Production basis. The reporting compliance review occurs during the test stage of the project to validate that any concerns identified during the review can be remedied and tested prior to moving to Production. The reporting compliance review is a diagnostic review of the custom reports in scope and includes the review of important structural and performance considerations that have been highlighted through Workday's deployment history. The Workday DA Team shall utilize proprietary tools in the performance of this review wherever possible.

i) The Partner project consultant shall complete the reporting review template.

ii) Workday's centralized Delivery Assurance Support Team shall review and document comments in the reporting review template and update the status in Workday's project tracking system accordingly as the Partner Project consultant works to resolve any issues, until the checkpoint status is marked complete by the Delivery Assurance Support Team.

iii) The Partner project consultant shall discuss the checkpoint outcomes with the Customer, and the Partner project consultant shall deliver the completed reporting review template to the Customer.

2.6 Prism Analytics Checkpoint Reviews.

a) Architect Stage. The Workday DA Team shall review the design for each use case in the deployment of Prism Analytics. The design review occurs during the architect stage of the project to validate the Prism Analytics setup is architected with best practices in mind. The design for each use case is then discussed in a meeting with the Partner Deployment Team, as well as Customer. This design review includes activities such as reviewing setup, ingestion, data stages and reporting. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) A Partner project consultant shall complete the Prism Analytics design review template for each use case, and it shall be reviewed by a DA Reviewer.

ii) The DA Reviewer shall complete the corresponding sections of the Prism Analytics design review template and provide feedback to the Partner project consultant.

iii) The Partner project consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process.

iv) The Partner project consultant and DA Reviewer shall discuss the checkpoint outcomes with the Customer and deliver the completed Prism Analytics design review template to the Customer.

b) Test Stage. The Workday DA Team shall review the configuration for each use case of the Prism Analytics setup and reporting. The build review results are then discussed in a consolidated meeting with the Partner Deployment Team, as well as Customer. The build review shall include the examination of configurations for each use case including data structures, report definitions, publishing and functionality. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) A Partner project consultant shall complete Workday's Prism Analytics build review template for each use case.

ii) The DA Reviewer shall review the Prism Analytics build review template, complete the corresponding sections of the template, and provide feedback to the Partner project consultant.

iii) The Partner project consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process.

iv) The Partner project consultant and DA Reviewer shall discuss the checkpoint outcomes with the Customer and deliver the completed Prism Analytics build review template to the Customer.

2.7 Delivery Assurance Project Management Reviews.

a) Plan Reviews. Workday's Delivery Assurance Manager shall review the Partner's project planning documents drafted during the plan stage and the cutover plans detailing the Customer's transition to the Workday Service to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.

i) Workday's Project Initiation Checkpoint is a detailed review for adherence to the Workday deployment methodology, an achievable schedule, and appropriate resourcing based upon scope and schedule.

A. The Partner project manager shall complete and provide copies of Workday's project initiation template, and of Partner's Project Plan, tenant management plan and scope document.

B. The Partner project manager shall attach the documents to Workday's project tracking system and update the Delivery Assurance checkpoint status.

C. The Workday Delivery Assurance Manager shall review the documents in detail and shall complete the Delivery Assurance process.

D. The Workday Delivery Assurance Manager shall provide feedback on the review of schedule, resources, scope and risk and deliver the completed document to the Partner project manager and Customer.

ii) The Cutover Plan review is a detailed review of the cutover plan and associated activities. This review shall help confirm that all important areas have been addressed to support a successful cutover to production and roll out of the Customer's deployment of the Workday Service in Production.

A. The Partner project manager shall complete the Cutover Plan including timeline of activities, tenant information, roles and responsibilities, logistics, and communications. The Partner project manager shall develop the Cutover Plan in conjunction with the Customer's project team.

B. The Partner project manager shall attach the documents to the Workday project tracking system and update the Delivery Assurance checkpoint status.

C. The Workday Delivery Assurance Manager shall review the documents and complete the Delivery Assurance process.

D. The Workday Delivery Assurance Manager shall provide feedback to the Partner project manager, who shall deliver the completed document to the Customer.

b) Periodic check-in calls. Workday's Delivery Assurance Manager shall conduct scheduled calls with the Partner Deployment Team and the Customer to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.

c) Deployment Readiness Reviews.

i) The Partner project manager and Customer shall complete Workday's deployment readiness review checklist toward the end of each of the five deployment stages in the Workday deployment methodology.

ii) The Workday Delivery Assurance Manager shall review and comment on the deployment readiness review checklist and provide recommendations based upon to the Workday deployment methodology.

iii) The Workday Delivery Assurance Manager shall discuss the checkpoint outcomes with the Partner project manager and Customer and deliver the completed deployment readiness review checklist to the Customer after each deployment stage.

d) Other Activities. Workday's Delivery Assurance Manager shall participate steering committee meetings and additional project related activities, such as project status meetings, as needed.

3. Conditions

3.1 The parties understand and agree that the reviews and other services provided under this Document shall be performed 100% offsite, unless expressly agreed by the parties in writing. Any onsite work and related travel costs and expenses shall be pre-agreed to by both parties in writing.

3.2 Customer is responsible for the timely coordination of its internal resources as necessary. If Customer's actions or responsibilities hereunder are delayed or impact Workday's ability to perform the services for any reason, Customer understands and agrees that Workday may delay services, a Change Order may be required, and additional fees may be due.

3.3 The fees due under this Document are based on the deployment scope described in this Document and only cover work performed during the Order Term. Any changes to the scope may impact both the time required to complete the reviews and the total Fees. If Customer desires any changes to the scope, the additional work shall be subject to a separate agreement between the parties. This Document is non-cancelable and Fees are non-refundable.

3.4 Workday may use Workday certified subcontractors to perform some or all of the services performed hereunder.

4. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information provided or developed by Workday in the course of performing the activities contemplated by this Document, including without limitation conducting the reviews and providing guidance, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights and Workday Confidential Information. Workday reserves all rights in the content and related Intellectual Property Rights not expressly granted to Customer herein.

5. Warranty and Disclaimer

This Order Form is for professional services rather than the Workday Service. Accordingly, the warranties and related remedies in the MSA regarding the Workday Service are inapplicable. Instead, Workday warrants that it shall perform its obligations set forth in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Workday which describes any deficiencies within thirty (30) days of the performance of the deficient service. In the event Workday is unable to correct the identified deficiencies after good-faith efforts

and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the services provided under this Order Form. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS ORDER FORM.