

**SIGNATURE DOCUMENT**

Documents	Agreement Number
Universal Main Subscription Agreement (v24.6)	MSA #: 00470293.0
US Public Sector Addendum (v24.3)	See document attached hereto
Subscription Order Form	Order Form #: 00468971.0

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 Main Subscription Agreement mean those terms as defined in the preceding sentence.

<b>City of Petaluma</b> 11 English St Petaluma, California 94952-2610	<b>Workday, Inc.</b> 6110 Stoneridge Mall Road, Pleasanton, CA 94588
Signature	Signature <u>Kae Arima</u> <small>Kae Arima (Oct 17, 2024 13:21 PDT)</small>
Name	Name Kae Arima
Title	Title VP, Finance
Date Signed	Date Signed Oct 17, 2024
Signature	
City Manager	
Signature	
City Clerk	



Signature
City Attorney
Signature
Risk Manager
Signature
Finance Director

**Note:** Before reviewing the MSA terms, please review our FAQ at this link: <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>

## **UNIVERSAL MAIN SUBSCRIPTION AGREEMENT**

This Universal Main Subscription Agreement (“**MSA**”) is between the **Workday** entity identified on the Signature Document or Order Form (“**Workday**”) and the legal entity signing the Signature Document or Order Form referencing the Agreement (“**Customer**”). The parties agree as follows:

**1. Provision of Service.** Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement.

**1.1 Invoices & Payment.** All fees will be electronically invoiced to the Customer identified on the Order Form. All fees will be due and payable within 30 days of the invoice date, except fees subject to a reasonable and good faith dispute. Workday shall email invoices to Customer within 2 business days of the date of the invoice. Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday’s request, Customer shall make payments via electronic bank transfer. Except for a termination or refund in accordance with Section 7 (Indemnification) or Section 9.1 (Termination), all Order Forms are non-cancellable and all payments are non-refundable. Customer may not withhold, reduce, or set-off fees owed under this Agreement.

**1.2 Suspension for Non-Payment.** Except for fees subject to a reasonable and good faith dispute, if a payment is more than 90 days past due and Workday has provided at least 30 days’ written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full.

**1.3 Taxes.** Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding 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 (collectively “**Taxes**”). Customer shall pay all 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 will be computed based on Customer’s address listed in the Signature Document or Order Form for this Agreement 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 to [accounts.receivable@workday.com](mailto:accounts.receivable@workday.com).

**2. Customer Obligations.** Customer shall have sole responsibility for (a) the accuracy, quality, and legality of all Customer Content, (b) any Non-Workday Content it installs, uses, or enables; (c) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; (d) taking commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use; and (e) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer’s access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or if Workday in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to such suspension. Workday will use commercially reasonable efforts to minimize the length and scope of suspension in light of the circumstances.

### **3. Proprietary Rights.**

(a) **Customer Ownership.** As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights.

(c) Customer Input. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

**3.1 Restrictions.** Customer shall not (a) modify, copy, or create derivative works based on the Service or Documentation; (b) 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; (c) 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; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (e), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

**4. Confidentiality.** Each party (the "**Recipient**") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Recipient for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that (a) the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal, (b) this Section 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 are superseded by this Agreement with respect to confidentiality obligations. To the extent required by Law, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.

## **5. Protection and Security of Customer Content and Privacy.**

**5.1 Security Program and Audit Reports.** Workday maintains a security program that conforms to the Workday Security Exhibit and Audit Reports (as set forth in the applicable Product Terms). Through Workday's customer self-service systems or upon Customer's written request, Workday shall make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

**5.2 Privacy.** Personal Data will only be processed in accordance with the Data Processing Exhibit.

**5.3 Unauthorized Disclosure.** If either party becomes aware of a Security Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall 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.

**6. 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 applicable subscription Order Form term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer shall use commercially reasonable efforts to notify Workday in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (2) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday in accordance with the notice provisions of this MSA. The Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty are those described in Section 9.1 for the affected Service.

**6.1 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT 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. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

## **7. Indemnification.**

**7.1 Workday Indemnity.** Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

**7.2 Customer Indemnity.** Customer shall defend Workday, at Customer's expense, from any third-party Claim against Workday arising from: (a) Customer Content; (b) data submitted by Customer, its Affiliates or its Authorized Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third-party's Intellectual Property Rights; or (c) violations by Customer, its Affiliates or Authorized Parties of the AUP, and Customer shall indemnify and hold Workday harmless against any Losses relating to such third party Claim.

**7.3 Conditions.** The indemnitor's obligations in Sections 7.1 and 7.2 are conditioned on the indemnitee: (a) promptly giving written notice of the third party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defense and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

## **8. Limitation of Liability.**

**8.1. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (C) CUSTOMER'S PAYMENT OBLIGATIONS AND (D) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 8.3, THE FOLLOWING LIMITATION OF LIABILITY CAPS SHALL APPLY: IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**GENERAL CAP**"), EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, THE BREACHING PARTY'S TOTAL AGGREGATE LIABILITY WILL BE INCREASED TO FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING 24-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**ENHANCED CAP**").

**8.2 EXCLUSION OF DAMAGES.** EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND THE DIRECT DAMAGES IDENTIFIED IN SECTION 8.4, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR 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 WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

**8.3 Workday Remediation Obligations.** If unauthorized disclosure of or access to Personal Data is caused by Workday's breach of its security, privacy, or data protection obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any 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 applicable Law) and to individuals whose Personal Data have been disclosed or accessed ("**Affected Individuals**"); (c) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access, and (d) operating a call center to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access. Notwithstanding the foregoing, or anything in the Agreement to the contrary, Workday will have no responsibility to pay costs of remediation to the extent they are due to gross negligence, willful misconduct or fraud by Customer or its employees, agents or contractors or Authorized Parties.

**8.4. Direct 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: (a) amounts paid to affected third parties as damages or settlements in response to Claims arising from the breach; (b) amounts paid for fines and penalties imposed by any governmental authority arising from the breach; and (c) reasonable legal fees to defend against third-party Claims arising from the breach.

**9. Term.** The term of the Agreement commences on and continues from the Effective Date (as defined in the Signature Document) until all Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties ("**Term**"). Subscriptions to the Service commence on the date and are for the period set forth in the applicable Order Form.

**9.1 Termination.** Either party may terminate the Agreement: (a) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) to the extent permitted by Law, 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. For clarity, (1) Customer shall have the right to terminate the affected Service for a breach of Service Warranty pursuant to Section 9.1(a) above; and (2) a breach or termination of any PSA or SOW will not be considered a material breach or termination of this Agreement. If the Agreement is terminated, all Order Forms are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease accessing and otherwise utilizing the Service (except as permitted under Sections 9.2 and 9.3) and Workday



Confidential Information. Upon termination by Customer pursuant to this section, Workday shall refund Customer any prepaid Subscription Fees for the affected Service that was to be provided after the effective date of termination. Termination for any reason will not relieve Customer of the obligation to pay any Subscription Fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for uncured material breach by Workday or as otherwise stated in this Agreement will not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

**9.2 Retrieval of Customer Content.** Upon Customer's written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("**Retrieval Period**"). After such Retrieval Period (or if no Retrieval Period, after termination or expiration of the Agreement or Order Form) and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting the Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content 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 shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for retrieval through extraction in a machine readable format as described in the Documentation.

**9.3 Transition Period Before Final Termination.** If this Agreement is terminated and Customer submits a written request to Workday prior to any such termination for a one-time transition period, Workday shall continue to provide the Service for up to 3 months after the effective date of such termination (the "**Transition Period**"). Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus an additional 5%. If Customer requests transition assistance during the Transition Period, Workday shall 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 consulting services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of the Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives (a) payment of all fees not subject to reasonable and good faith dispute, (b) prepayment of fees for further services, and (c) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

**9.4 Surviving Provisions.** Sections 1.1, 3, 4, 5 (for so long as Workday retains Customer Content), 6.1, 7, 8, 9.2, 9.3, 9.4, 10 (except 10.2 and 10.10), and 11 will survive any termination or expiration of this Agreement.

## **10. General Provisions.**

**10.1 Relationship of the Parties.** The parties are independent contractors. 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 the Agreement.

**10.2 Insurance.** Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (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, except for those monopolistic states that do not allow it; (b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall include Customer under a blanket additional insured endorsement with respect to the provision of services provided under this Agreement; and (c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate. Limits for Employers Liability and Commercial General Liability may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions.

**10.3 Notices.** Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (a) personal delivery; and (b) the third business day after first class mailing. Notices to Workday must be sent to the address shown in the Signature Document addressed to the attention of its Legal Department with a copy sent by email to [legal@workday.com](mailto:legal@workday.com). Notices to Customer must be sent to the address shown in the Signature Document addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

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

**10.5 Force Majeure.** Neither party will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

**10.6 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 must not be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee: (a) is an entity registered in a territory in which Workday is approved to provide the Service; and (b) agrees to be bound in writing by all of the terms of this Agreement and all past due Subscription Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.7 Governing Law; Waiver of Jury Trial.** This Agreement, and all Claims relating to or arising from this Agreement, are governed exclusively by laws of the State of New York, 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.

**10.8 Export.** Each party shall comply with the applicable 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: (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

**10.9 Anti-Corruption.** Each party shall comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

**10.10 Federal Government End Use Provisions (if applicable).** Workday provides the 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.

**10.11 Local Law Requirements: Canada.** With respect to Customers domiciled in Canada, the following provisions shall apply:

(a) Choice of Language. The parties accept that the terms of this Agreement be drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais.

(b) Gross Negligence. "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

**10.12 Workday SLA Service Credits.** If, in any rolling six-month period, Workday fails to meet the monthly commitments for Service Availability or Service Response (as applicable) described in the applicable Product Terms SLA (a "**Failure**"), Customer may request the following remedies no later than 30 days after the applicable Failure occurs: (a) a meeting to discuss possible corrective actions for the first Failure; (b) a 10% Service Credit for a second Failure; (c) a 20% Service Credit for a third Failure; and (d) 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.

**10.13 Miscellaneous.** This Agreement 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 will take precedence over provisions of this MSA and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. 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. Except as otherwise stated in the Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will 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, and the remaining provisions of this Agreement will remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. Purchase orders are for administrative convenience only and Workday may issue an invoice and collect payment without a corresponding purchase order. Customer's failure or delay to issue a purchase order shall not extend the payment due date. If a purchase order is required, it must be sent by email to [accounts.receivable@workday.com](mailto:accounts.receivable@workday.com) 10 business days prior to the date the invoice is issued in order to be included on the related invoice. This Agreement may be executed in counterparts and/or by electronic signatures.

## 11. Definitions.

The following definitions shall apply to this Agreement.

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. 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 Main Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

**"Audit Reports"** means the (a) most recently completed security audit reports and (b) other security relevant assessment reports and certifications for the applicable Service (as identified in the Product Terms) that are prepared by Workday's independent third party audit or obtained by Workday from other independent third

parties, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

**"AUP"** means the acceptable use policy for the applicable Service located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>.

**"Authorized Parties"** means Customer's or an Affiliate's workers and third party providers who are authorized by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process to access Customer's Instance or receive Customer Content.

**"Claim"** means a claim, demand, lawsuit or other legal proceeding 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 Content; (c) each party's business or 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 and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the negotiated terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

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

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

**"Data Processing Exhibit"** or **"DPE"** means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday's Data Processor obligations under the DPE.

**"Documentation"** means the then-current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

**"Enhanced Features"** shall have the same meaning as set forth in the applicable Product Terms.

**"Improvements"** means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, 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.

**"Instance"** means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

**"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.

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

**"Loss"** means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

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

**“Non-Workday Content”** means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

**“Order Form”** means the fully executed ordering document (including Product Terms) under which Customer subscribes to Service application(s) or other services. Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

**“Personal Data”** has the definition set forth in the DPE.

**“Product Terms”** means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after publication of the updated Product Terms.

**“Production”** means the Customer’s use of or Workday’s written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer’s books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

**“PSA”** means the optional, separate, and independent professional services agreement between Customer and Workday related to Workday’s provision of implementation and other consulting services to Customer, subject to a statement of work (“SOW”).

**“Security Breach”** means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorized Party or Workday, or incidental access to Customer Content 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; (b) any Personal Data Breach as defined in the DPE; and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

**“Security Exhibit”** means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term.

**“Service”** means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

**“Signature Document”** means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

**“SLA”** means the Production support and service level availability policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday’s responsibilities under the SLA.

**“Subscription Fees”** means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.

## **US Public Sector Addendum**

This US public sector addendum (“**Public Sector Addendum**” or “**Addendum**”) is incorporated into and forms part of the Universal Workday Main Subscription Agreement, which is available at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html> or as executed by Workday and Customer (“**MSA**” or “**Agreement**”).

This Public Sector Addendum applies to United States government customers, including but not limited to entities of the United States Federal Government (each, a “Federal Customer”), as well as state entities, local entities, or public education entities created by the Laws (including constitution or statute) of the applicable state (each, a “SLED Customer”). Workday also reserves the right, at its sole discretion, to offer this Public Sector Addendum to US-based (i) private higher education entities, (ii) quasi-public entities (not otherwise qualified as a Federal Customer or a SLED Customer), such as federally funded research and development centers, and/or (iii) public healthcare entities (not otherwise qualified as a Federal Customer or a SLED Customer), provided that in order for this Public Sector Addendum to apply to such entities, it must be explicitly referenced and incorporated into the signed Order Form as between Workday and such entity. As applicable, an entity qualified under (i), (ii), or (iii) above shall be referred to herein as an “Approved Customer”; an Approved Customer is specifically not included in the definition of “Federal Customer” or “SLED Customer” and any sections in this Addendum indicating it applies only to a Federal Customer or a SLED Customer shall not extend to an Approved Customer.

Unless otherwise defined herein, all other capitalized terms used in this Public Sector Addendum have the same meaning as set forth in the MSA. Customer and Workday agree that in the event of a conflict between this Addendum or the MSA, the Public Sector Addendum will take precedence over provisions of the MSA.

**1. Taxes.** The following sentence is hereby added at the beginning of the “Taxes” section in the MSA (currently, Section 1.3): *“This section applies only if Customer has not provided Workday with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.”*

**2. FOIA/Public Disclosure Laws.** 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 the Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. For purposes of this section, a request to Customer for documents or information pursuant to the California Public Records Act will be considered a compelled disclosure. All parties acknowledge that Customer may not make any assertion of exemption on behalf of Workday in response to a Public Records Act request. In addition, Customer may disclose Order Forms and the Agreement in accordance with requirements for publication of items that will be on the Customer's required council agenda. Such disclosure may take the form of a website-accessible posting of those documents.

**3. FERPA.** To the extent required for a public education SLED Customer or an Approved Customer, the parties agree to the following addition to the MSA: *“To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act (“FERPA”) and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.”*

**4. Business Associate Exhibit.** If a Customer concludes that the Service will include access to Customer Content 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 agree to attach Workday's Business Associate Exhibit to the 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.

**5. Section 7.2 Customer Indemnity in the MSA is replaced with the following:**

**Customer Obligations.** Unless Customer is prohibited by Law from indemnifying its vendors, Customer shall defend Workday, at Customer's expense, from any third-party claim against Workday alleging that (1) Customer Content, or (2) data submitted by Customer, its Affiliates or its Authorized Parties used by

Workday to provide the Service infringes or misappropriates such third-party's Intellectual Property Rights and Customer shall be directly and solely responsible for any Losses related to such Claim. If Customer is prohibited by Law from indemnifying its vendors, any indemnification clause found in an Order Form's application-specific additional terms or click-through terms referenced in the Order Form shall be read only as an acknowledgement that Customer is responsible for materials and data it provides to Workday and for the behavior of its Authorized Parties.

**6. FOR A FEDERAL OR SLED CUSTOMER ONLY: Termination for Non-Appropriation.** To the extent required by Law, the following provision is hereby added to the end of the "Termination" section of the MSA (currently Section 9.1):

**Termination for Non-Appropriation.** For each of Customer's fiscal years during the Term of this Agreement Customer agrees: (a) to seek in good faith appropriations sufficient to cover Customer's obligations under this Agreement; and (b) not to use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes, barring unforeseen circumstances or events, that sufficient funds will lawfully be appropriated by its governing body to satisfy its obligations under this Agreement. If Customer does not appropriate sufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement, Customer may terminate this Agreement by giving Workday not less than thirty (30) days' prior written notice of such non-appropriation for the fiscal year. Customer shall not execute an Order Form unless funds have been appropriated for at least the first year's subscription fee. Workday is under no obligation to provide the Service if Customer lacks funds to pay for it. Upon termination Customer will remit all amounts due and all costs reasonably incurred through the date of termination and, to the extent of lawfully available funds, through the end of the then-current fiscal period, providing Service will continue through the end of the then-current fiscal period and for the full duration of any subsequent Transition Period for which funds are available. Upon Workday's reasonable request, Customer will provide Workday with information as to funding status for its next subscription payment(s).

**7. Background Check.** Unless prohibited by law, Workday agrees to conduct (or has 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 Content. 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 the Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

**8. Code of Conduct.** Workday has a published code of conduct available at <https://www.workday.com/en-us/company/about-workday/ethics-compliance.html> 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.

**9. Assignment.** In no event shall Customer have the right to assign the 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 reasonable 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 the Agreement.

**10. Federal Government End Use.** Workday's offering constitutes 'commercial items' as defined under FAR 2.101. Workday's contracting documents are in conformance with Workday's commercial item offerings and tailoring of acquisition terms is pursuant to FAR 12.302(b). If you are a FAR governed Federal Customer, Workday agrees that the resulting contract will include the mandatory FAR commercial flow downs for a subcontractor under FAR 52.244-6. Additionally, the parties agree that the purpose of the Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product,



not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

**11. 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 the Agreement to purchase the Service from Workday for agreements commencing no later than 5 years after the Effective Date of the Agreement. Workday may extend the availability of the 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 the Agreement will have a copy of the Agreement executed in its own name and any Order Forms will be in such entity's name. The parties agree that Workday can disclose the Agreement, all exhibits, and any applicable Order Forms to an entity seeking to make use of this Section.

**12. Publicity.** Except as set forth in this section, 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 in a verbal format.

**13. Governing Law.** The parties agree that notwithstanding the "Governing Law" section of the MSA (currently Section 10.7), the following shall apply:

This Addendum and the Agreement and any disputes arising out of or related thereto shall be governed by the Laws of the State of California. With respect to all disputes arising out of or related to this Addendum and the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.

**14. Special Access by Law Enforcement and for Oversight.** Customer is a public sector entity subject to oversight by other public sector entities and potentially by the federal government. The parties agree that to the extent that law enforcement officials or entities with appropriate oversight authority request access to the Service for the purpose of viewing or retrieving Customer Data or confirming how Customer processes Customer Data, Customer may grant such access either by permitting representatives of such entities to observe Customer's use of the Service or by granting such representatives temporary status as an Authorized Party. Customer shall ensure any individuals to whom observation or temporary Authorized Party status is provided, have entered into a Confidentiality Agreement at least as restrictive as the provisions in Section 4 of the Agreement.

**15. Audit Financial Billing.** During the Term of this Agreement but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third-party auditor (or federal or state department auditor having monitoring or reviewing authority over Customer), for examination those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall be subject to examination and/or audit to the extent set forth in law and shall comply with all program and fiscal reporting requirements set forth by law as described more fully in the Data Processing Exhibit. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges for at least five (5) years after such charges are invoiced. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is least disruptive to Workday's business operations. Such right shall not extend to or require on-site audits of Workday's operations or third-party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.

**16. California Labor Code Requirements.** Workday is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Workday agrees to fully comply with such Prevailing Wage Laws, if applicable. Workday shall defend, indemnify and hold Customer, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Workday and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors for work performed in California.

**17. Verification of Employment Eligibility.** By executing this Agreement, Workday verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

**18. Equal Opportunity Employment.** Workday represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of, as applicable under the law of the jurisdiction where employment occurs, race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**19. Prohibited Interests.** Workday represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Workday, to solicit or secure the Agreement. Further, Workday represents that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Workday, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, Customer shall have the right to rescind the Agreement without further liability. Upon Customer’s request, Workday will include the following statement on Order Forms that are not executed contemporaneously with this Agreement, “Workday represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Workday, to solicit or secure this Order Form. Further, Workday represents that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Workday, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Order Form.”

**ORDER FORM 00468971.0**

<b>Customer Name</b>	City of Petaluma
<b>Workday Entity</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>Universal Main Subscription Agreement (MSA)</b>	This Order Form is subject to and governed by the MSA found at <a href="https://www.workday.com/content/dam/web/en-us/documents/legal/umsa-customers-us-can-v246.pdf">https://www.workday.com/content/dam/web/en-us/documents/legal/umsa-customers-us-can-v246.pdf</a> . The MSA is hereby amended through the entire MSA Term to add as an addendum the US Public Sector Addendum found at <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> .
<b>Product Terms</b>	Service SKUs are subject to the applicable Product Terms available at <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> , which are incorporated herein by reference.
<b>MSA and Order Form Effective Date</b>	The later of the dates of the parties' signatures below
<b>Order Term</b>	October 28, 2024 through October 27, 2034
<b>WSP Order Term</b>	October 28, 2024 through October 27, 2027
<b>Currency</b>	USD
<b>Total Fees</b>	3,971,091
<b>Tenant (or Instance as applicable) Base Name</b> <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	cityofpetaluma

**Subscription Payment Schedule Table**

<b>Payment #</b>	<b>Payment Due Date</b>	<b>Payment Amount</b>
1	Due in accordance with the MSA, invoiced upon Order Effective Date	284,463
2	Due on First anniversary of the Order Term start date	289,150
3	Due on Second anniversary of the Order Term start date	435,382
4	Due on Third anniversary of the Order Term start date	393,088
5	Due on Fourth anniversary of the Order Term start date	400,949
6	Due on Fifth anniversary of the Order Term start date	408,970
7	Due on Sixth anniversary of the Order Term start date	417,150
8	Due on Seventh anniversary of the Order Term start date	425,490
9	Due on Eighth anniversary of the Order Term start date	434,004
10	Due on Ninth anniversary of the Order Term start date	442,685
	<b>Total Payment Amount</b>	<b>3,931,331</b>

**Training Payment Schedule Table**

<b>Payment #</b>	<b>Payment Due Date</b>	<b>Payment Amount</b>
1	Due in accordance with the MSA, invoiced upon Order Effective Date	39,760
	<b>Total Payment Amount</b>	<b>39,760</b>

### Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	October 28, 2024 through October 27, 2025	284,463
2	October 28, 2025 through October 27, 2026	289,150
3	October 28, 2026 through October 27, 2027	435,382
4	October 28, 2027 through October 27, 2028	393,088
5	October 28, 2028 through October 27, 2029	400,949
6	October 28, 2029 through October 27, 2030	408,970
7	October 28, 2030 through October 27, 2031	417,150
8	October 28, 2031 through October 27, 2032	425,490
9	October 28, 2032 through October 27, 2033	434,004
10	October 28, 2033 through October 27, 2034	442,685
<b>Total Subscription Fee</b>		<b>3,931,331</b>

For the avoidance of doubt, the Payment Schedule Table(s) will be used for invoicing purposes. 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 Order 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	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise
LDPCCB	Cloud Connect for Benefits - LDP	FSE*	Full Enterprise
LDPBEN	Benefits - LDP	FSE*	Full Enterprise
LDPUSP**	Payroll for United States - LDP	FSE*	United States-based Employees only
LDPLRN	Learning - LDP	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
LDPREC	Recruiting - LDP	FSE*	Full Enterprise
LDPTLO	Talent Optimization - LDP	FSE*	Full Enterprise
LDPFIN	Core Financials - LDP	FSE*	Full Enterprise
LDPGM	Grants Management - LDP	FSE*	Full Enterprise
LDPACC	Accounting Center - LDP	Accounting Source Input Rows	Up to 25 Accounting Source Input Rows (in millions) and Up to 15 Months of Reporting History
LDPLNF	Financial Planning - LDP	FSE*	Full Enterprise
LDPPRA	Prism Analytics Essentials - LDP	Published Data Rows	Up to 10 million Published Data Rows at any time for each Tenant (or Instance as applicable)
LDPPRJT	Projects - LDP	FSE*	Full Enterprise
LDPTT	Time Tracking - LDP	FSE*	Full Enterprise
LDPAM	Absence Management - LDP	FSE*	Full Enterprise
LDPEXP	Expenses - LDP	FSE*	Full Enterprise
LDPPRO	Procurement - LDP	FSE*	Full Enterprise
WSP	Workday Success Plan	% of Fee	WSP - Accelerate Essentials

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

\*\*Customer agrees that the number of FSE Workers for all Payroll Services and any Workday payroll connector 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	428
United States-based employees	428

**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**

	<b>Billing, In Care of</b> <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	<b>Customer Support</b> <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	<b>Subscriptions Contact</b> <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Accounts Payable	Jennifer Twieg	Jennifer Twieg
Street Address City/Town, State/Region/Cou nty, Zip/Post Code, Country	11 English St Petaluma California 94952-2610 United States	11 English St Petaluma California 94952-2610 United States	11 English St Petaluma California 94952-2610 United States
Phone/Fax #	(707) 778-4305	(707) 776-3603	(707) 776-3603
Email (required)	<a href="mailto:accountspayable@cityofpetaluma.org">accountspayable@cityofpetaluma.org</a>	<a href="mailto:jtwieg@cityofpetaluma.org">jtwieg@cityofpetaluma.org</a>	<a href="mailto:jtwieg@cityofpetaluma.org">jtwieg@cityofpetaluma.org</a>
Internal Reference or PO (optional)			
Tax Exempt? Yes / No		If yes, US Exemption Tax Certificate or FST/VAT Number	
<b>Additional Customer Support Contacts</b> <i>Product Lead who will receive initial login credentials.</i>			
	<b>Admin Contact Name</b>	<b>Admin Contact Email</b>	
Adaptive Planning	Corey Garberolio	cgarberolio@cityofpetaluma.org	

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 Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is the Signature Document and incorporates all documents linked and/or attached. For reference only, a copy of the Product Terms as they exist as of the Order Form Effective Date are attached hereto. Customer may not withhold, reduce, or set-off fees owed under this Order Form. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING FROM CUSTOMER A SIGNED COPY OF THIS ORDER FORM BY NO LATER THAN 5 PM PST OCTOBER 28, 2024 (“Deadline”). Notwithstanding the foregoing, this Order Form shall be valid if Workday, in its sole discretion, accepts an Order Form received after the Deadline. Workday will notify the Customer in the event Workday does not accept the Order Form.





## 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. Annual Subscription Rights limits may not be decreased during the Order Term.

### 2. FSE Metric 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	415	100.0%	415
Part-Time Employees	50	25.0%	13
Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
<b>Total FSE Count:</b>	<b>465</b>		<b>428</b>

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

"Full-Time Employee" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Part-Time Employee" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"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. Additional Metric Definition(s).

**Additional Metric Definition Table**

	Metric	Definition
LDPACC	Accounting Source Input Row	<p>An input row selected for an Accounting Source used to generate accounting journals lines that are successfully recorded to the general ledger; an Accounting Source is a Workday configurable object that defines the steps, sources and rules of processing input rows in Accounting Center.</p> <p>Additional Accounting Center Definitions: Reporting History is the largest number of prior months that any Accounting Center Dataset is made available for reporting; an Accounting Center Dataset is any dataset that stores detailed accounting processing results produced by Accounting Center outside of ingestion and enrichment processing stages</p>
LDPPRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer's PRA data catalog. Published Data Rows are measured separately for each Tenant (or Instance as applicable).

### 4. Workday Success Plans Additional Terms.

Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site (<https://www.workday.com/content/dam/web/en-us/documents/legal/workday-success-plans-accelerate-accelerateplus-plans-program-terms.pdf>) and subject to the terms of the Workday Customer Experience Program Addendum (<https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>). In the event of a conflict between the terms of this Order Form and the terms of either of the Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday Success Plans is based on the annual Subscription Fees during the Order Term. If Customer purchases additional SKU's or Subscription Rights during the WSP Order Term, an additional fee equal to 10.0% of the new Subscription Fees will be added for the Workday Success Plan to the new Order Form. Customer will only have rights to Workday Success Plans during the WSP Order Term. The total Workday Success Plan fees assessed on this Order Form, in the amount of 150,000, represent fees associated with the SKU(s) purchased under this Order Form for the WSP Order Term.

### 5. Growth and Expansion.

#### A. Annual Reporting Obligation.

Customer will report to [subscriptions@workday.com](mailto:subscriptions@workday.com) no earlier than 90 days and no later than 60 days ("Annual Reporting Period") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("Count Date") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "Reporting Cycle"). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

**a. FSE Metric Reporting.**

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

**FSE Expansion Table**

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	670.37
LDPUSP	61.94

**b. Additional Metric Reporting based on total cumulative number.**

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

**i. Additional Metric Expansion Table**

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPACC	Each increment of 25M Additional Accounting Source Input Rows	76,602

Notwithstanding the foregoing, at any time during the Order Term, Customer may purchase a one-time increase for an additional twelve (12) months of reporting history for Accounting Center for a total of 27 months of reporting history ("**Reporting History Expansion**") at the rate set forth in the Reporting History Expansion table below. Customer agrees to execute an Order Form documenting the fees for the Reporting History Expansion and pay the applicable fees which will be coterminous with this Order Form. Customer understands the Accounting Center Annual Expansion Rate above will be incrementally adjusted by the Annual Expansion Rate for Reporting History below. Customer will provide notice to [subscriptions@workday.com](mailto:subscriptions@workday.com) to exercise this option.

**Reporting History Expansion Table**

SKU	Reporting History Expansion	Annual Expansion Rate for Reporting History
LDPACC	12 Months	19,901 per 25M Accounting Source Input Rows

**c. Additional Metric Reporting based on highest daily number.**

Reporting for the following SKU(s) is based on the highest daily number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9 months preceding the Annual Reporting Period.

**i. Additional Metric Expansion Table**

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPPRA	Each increment of 10M Additional Published Data Rows	49,650

**B. Workday Success Plans Reporting.**

In conjunction with any fees due as a result of the Annual Reporting Obligation or Growth Event Reporting Obligation, an additional fee of 10.0% will be added for Workday Success Plan for any excess Subscription Rights.

## 6. 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. Such order form must be executed no later than 30 days prior to the end of this Order Term.

**Renewal Table**

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI), not to exceed 4%)
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI), not to exceed 4%)
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI), not to exceed 4%)

The “**Base Subscription Fee**” means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table, minus any fees for Workday Success Plans, if applicable, in the final Subscription Period. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Annual Period Subscription Fee. The Renewal fees for the Workday Success Plan will be based on the greater of either the minimum fee or 10.0% of the annual Renewal fees, as described in the Annual Renewal Subscription Fees table above. 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.

## 7. Additional Definitions (as applicable).

“**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.

## 8. Additional Scope of Use Terms.

**Prism Analytics.** Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with LDPPRA 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. LDPPRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in LDPPRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of LDPPRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the “**Growth and Expansion**” section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). “**Data Limit**” for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the “**Subscription Rights Table**” above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.

**9. Customer Identification**

Workday may use Customer's name and logo in lists of customers, in marketing and presentations, on its earnings calls, in releases, and on its website. Workday may also reference Customer's name in verbal format.

Further, at Workday's reasonable request and at Customer's reasonable discretion, Customer shall (1) make Customer's representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer's use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

**10. Termination for Convenience**

Workday has both provided an overall discount based upon Customer's commitment for the full Order Form Term and has ramped payments over the lifetime of the Order Form Term to allow Customer to pay a reduced fee for the Service during the period of Service deployment. Workday does not ordinarily agree to termination for convenience given that it has provided discounting and ramping of payment. However, Workday agrees that Customer may terminate the Agreement in its entirety for convenience via notice no later than sixty (60) days prior to the end of a subscription year in exchange for the following Termination Fees, which represent a recoupment of the ramped payments and a partial recoupment of the overall discount for a multi-year term commitment that Customer did not fulfill. Notwithstanding the foregoing, the parties agree that this one-time termination right shall expire on the first anniversary of the execution date of the Main Subscription Agreement. In the event this right is not used prior to then, it shall cease to exist and Workday and Customer shall be obligated to perform in accordance with the remainder of the Agreement and associated Order Forms. The parties agree that the Termination Fees are not a penalty, nor do they represent lost profits. In addition to the Termination Fees shown below, Customer must pay all fees for any full or partial subscription year that occurred prior to the cessation of Customer's access to the Service, except that if the only access to the Service during a subscription year was for the purpose of data retrieval pursuant to Section 9 of the MSA, Customer shall not pay fees for the subscription year in which data retrieval access occurred.

**Termination Fees:**

<b><i>Subscription year in which Termination Notice Received</i></b>	<b><i>Effective Date of Termination</i></b>	<b><i>Termination Fee</i></b>
October 28, 2025 through October 27, 2026	October 27, 2026	\$587,274



### WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management - LDP	Human Capital Management	Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the onboarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Workday 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).
Cloud Connect for Benefits - LDP	Human Capital Management	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.
Benefits - LDP	Human Capital Management	Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events, evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.
Payroll for United States - LDP	Payroll	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.

Learning - LDP	Talent Management	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 - No Fee	Platform and Product Extensions	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.
Recruiting - LDP	Talent Management	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.
Talent Optimization - LDP	Talent Management	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.
Core Financials - LDP	Financial Management	Core Financials includes financial management and accounting, banking and settlement management, cash management, customer management, supplier management, financial consolidation and business asset accounting. Core Financials includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. 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 - LDP	Financial 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.
Accounting Center - LDP	Financial Management	Accounting Center ingests operational transactions from business systems which need accounting generated to create detailed accounting journals and post to the general ledger. Accounting Center enables configuration of worktag mappings and maintenance of accounting rules in a centralized solution.
Financial Planning - LDP	Adaptive Planning	Financial Planning provides the ability for Customer 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.
Prism Analytics Essentials - LDP	Analytics and Reporting	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.
Projects - LDP	Financial Management	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, capital projects, initiatives, and work efforts.
Time Tracking - LDP	Workforce Management	Workday Time Tracking enables the collection, processing, and distribution of time data for a global workforce. The Workday Time Tracking module is unified with Workday HCM and Workday Payroll and includes basic time scheduling, time entry (hourly, time in/time out), approvals, and configurable calculation rules.
Absence Management - LDP	Workforce Management	Absence Management supports the management of leave of absences and time off. It enables the set up and administration of leave plans; the definition of the impact a leave has on employee compensation, as well as whether employees can request leave types directly. It enables viewing of leave results for a worker or organization; set up and administration of time off plans, and whether time off

		can be requested directly by the employee. Absence Management enables the viewing of time off plan balances including projections.
Expenses - LDP	Financial Management	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 travel partners.
Procurement - LDP	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. 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.

**TRAINING ADDENDUM**

<b>Customer Name</b>	City of Petaluma
<b>Training Terms</b>	The Training Addendum is subject to the Training Terms located at <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> , which are incorporated herein by reference.
<b>Training Credit Order Term</b>	18 Months from the Order Effective Date

<b>SKU</b>	<b>Training Offering</b>	<b>Quantity</b>
TC	Training Credits	56

**Bulk Training Credit Rates.**

The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

<b>Prepaid Training Credits Acquired</b>	<b>Rate Per Training Credit</b>
1-10	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

For reference only, a copy of the Training Terms as they exist as of the Order Form Effective Date are attached hereto. With respect to the Training Terms only, in the event of a conflict between the terms of the MSA, the main body of the Order Form, this Training Addendum, and the Training Terms, the order of precedence is this (i) Training Addendum, (ii) the main body of the Order Form, (iii) the Training Terms, and (iv) the MSA.