

# **Attachment D**

**Original Contract for Subscription Rights, Delivery Assurance Services, and Training (Board Contract 21273)**

**Contract for Subscription Rights, Delivery Assurance Services, and Training**

**THIS CONTRACT** (hereafter Contract), effective as of the later of the dates beneath the parties' signatures below ("Effective Date"), is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Workday, Inc. (hereafter WORKDAY) (collectively "parties").

**WHEREAS**, COUNTY has, through a competitive selection process, selected WORKDAY as the vendor for Subscription Rights, Delivery Assurance Services, and Training.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

**1. CONTRACT DOCUMENTS**

This Contract consists of the following documents:

- A. Master Subscription Agreement #00268234.0 for software-as-a-service applications and improvements thereto, for a term coterminous with the terms of the Order Forms identified below;
- B. Order Form #00344646.0 for Subscription Rights in a not to exceed amount of \$27,689,587 for the term of May 27, 2022 through June 30, 2037;
- C. Order Form #00346997.0 for Delivery Assurance Services in not to exceed amount of \$208,057 for the term of July 1, 2022 through November 30, 2024; and
- D. Order Form #00346947.0 for Training in a not to exceed amount of \$138,000 for the term of July 1, 2022 through June 30, 2025.

By executing this Contract ("Signature Document"), the undersigned agree they are duly authorized signatories and all documents listed above are entered into between the parties. References to "Signature Document" in the Master Subscription Agreement or any Order Form shall mean this Contract, and references to "Effective Date" in the Master Subscription Agreement shall mean the Effective Date of this Contract. Any future Order Forms entered into by the parties will require amendment to this Contract.

**2. CONTRACT TERM**

The term of this Contract commences on the Effective Date and continues until the stated term of all Order Forms listed in Section 1 have expired or otherwise been terminated.

**3. CONTRACT AMOUNT**

The not to exceed amount of this Contract is \$28,035,644, which is equivalent to the sum of the stated not to exceed amount of all Order Forms listed in Section 1.

**4. TERMINATION**

This Contract shall automatically terminate upon termination of the Master Subscription Agreement, pursuant to the provisions in Section 9 (Termination) and 10.12 (Non-Appropriation of Funds) of the Master Subscription Agreement. In the event this Contract is terminated, all Order Forms are simultaneously terminated regardless of a contrary provision in an Order Form.

**5. SIGN BY DATE**

The validity of this Contract is conditioned on Workday receiving a fully signed copy of this Contract no later than noon Pacific Time on May 27, 2022 ("Deadline"). Notwithstanding the foregoing, Workday reserves the right to accept this Contract signed after the Deadline in Workday's sole discretion and will provide confirmation of its acceptance by adding its initials on the Contract after the Deadline if it deems fit.

Contract for Subscription Rights, Delivery Assurance Services, and Training between the County of Santa Barbara and Workday, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: *Shirley deGuena*  
Deputy Clerk

By: *Jon Hout*  
Chair, Board of Supervisors

Date: 5-24-22

RECOMMENDED FOR APPROVAL:

County Executive Office

CONTRACTOR:

Workday, Inc.

By: *Mona Miyasato*  
Department Head

By: *Michael Magaro*  
Authorized Representative

Name: Michael Magaro

Title: SVP Finance & IR

Date: 5/13/2022 | 7:11 AM PDT

Approved as to Legal Form by

APPROVED AS TO FORM:

Rachel Van Mullem  
County Counsel

By: *Rick Oleka*  
APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA  
Auditor-Controller

By: *Jessica Martinez*  
Deputy County Counsel

By: *C. Schaffer*  
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM, AIC  
Risk Management

By: *Gregory Milligan*  
Risk Management

Master Subscription Agreement #00268234.0



## MASTER SUBSCRIPTION AGREEMENT

Documents	Agreement Number
Master Subscription Agreement (v21.1)	Agreement #: 00268234.0
Subscription Order Form	Order Form #: 00344646.0
Training Order Form	Order Form #: 00346947.0
Delivery Assurance	Order Form #: 00346997.0

This Master Subscription Agreement, effective as of the Effective Date set out in the Signature Document, is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and **County of Santa Barbara ("Customer")**, with offices at 105 E Anapamu St, Santa Barbara, California 93101, United States. Whereas Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

## 1. Provision of Service.

**1.1 Workday Obligations.** During the Term of this Agreement, Workday shall: (i) make the Service and the Improvements available to Customer in accordance with the Documentation, the SLA and the terms of this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, verify Service Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties in accordance with this Agreement. Workday will provide service credits to Customer according to the SLA Service Credit Exhibit attached hereto as Exhibit A. If any Workday Affiliate, subcontractor or other third party engaged by Workday ("Third Parties") provides any portion or component of the Service, Workday will be responsible to the same extent as if such portion or component were provided by Workday directly. Without limiting the generality of the foregoing, Workday is liable for the acts and omissions of such Third Parties to the same extent as if such acts or omissions were performed by Workday directly and, where applicable, will require such Third Parties who have access to Customer Data and/or Confidential Information to enter into a written agreement with Workday requiring that such Third Parties abide by terms that are as protective of Customer Data and other of Customer's Confidential Information as is this Agreement.

**1.2 Customer Obligations.** Customer may only permit Authorized Parties to access the Service solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate its named contacts that are authorized to request and receive support services from Workday ("**Named Support Contacts**"), provided that the Named Support Contacts shall not exceed the maximum specified in the applicable Order Form. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer has the sole discretion to determine which of its Employees and Customer Affiliates are designated as Authorized Parties and shall be responsible for the acts and omissions of all Authorized Parties with respect to their use of the Service.

## 2. Fees.

**2.1 Invoices and Payment.** Workday will invoice Customer for Subscription Service Fees and all other fees due hereunder in the United States and payment will be remitted by Customer from the United States. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable within forty-five (45) days of invoice date. Workday may send all Customer invoices electronically (by email or otherwise) to email addresses specified in the Order Form or otherwise by Customer in writing. All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address. Upon Workday's request, and Customer's agreement, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

**2.2 Non-cancelable and non-refundable.** Except as specifically set forth to the contrary under Section 6.2 (Warranty Remedies), Section 7 (Indemnification by Workday), Section 9.2 (Termination), Section 10.12 (Non- Appropriation of Funds), and under the SLA, all payment obligations under any and all Order Forms are non-cancelable, and all payments made are non-refundable.

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

**2.4 Taxes.** Subscription Services Fees and all other fees invoiced pursuant to this Agreement do not include in its price any transaction taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes ("**VAT**"), excise, use, goods and services taxes ("**GST/HST**"), consumption taxes or similar taxes (collectively defined as "**Transaction Taxes**"). Subscription Service Fees and all other fees invoiced pursuant to this Agreement are payable in full and without reduction for Transaction Taxes and/or foreign withholding taxes (collectively



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defined as "Taxes"). Customer is responsible for paying all Taxes imposed on the Service or any other services provided under this Agreement except any taxes imposed on the income of Workday or taxes or costs imposed on Workday for its employees, including but not limited to FICA (Social Security), unemployment insurance contributions, disability insurance, and workers' compensation insurance. Should Customer be required to pay taxes or costs which are the responsibility of Workday by state, federal, or local taxing agencies, Workday agrees to promptly reimburse Customer for the full value of such amounts paid including interest and penalty, if any. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the first paragraph of 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.

**2.5 Employee Count Verification.** Workday may periodically confirm the number of Employee records on its hosted servers and will work with Customer to resolve any discrepancy from the subscription levels on applicable Order Form(s). Customer will pay Workday the fees set forth on the applicable Order Form(s) if the number of Employees exceeds the number of permitted Employees. Upon request from Workday, Customer will make an annual report to Workday of its number of Employees as set forth on the applicable Order Form(s).

### 3. Proprietary Rights.

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

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

**3.3 Restrictions.** Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding the above, Customer may make a reasonable number of copies of all or part of the Documentation for internal business purposes but not to create derivative works and may make full copies of the Documentation for archival purposes for the sole purpose of enforcing the warranties in Section 6. Because the Documentation is electronic, copies made by Customer may not include confidentiality notices. The Documentation is Confidential Information of Workday.

**3.4 Ownership of Customer Data.** Notwithstanding that the Customer Data is located in the Service, Customer owns all right, title and interest in the Customer Data, and Workday has no rights in the Customer Data except as specified in this Agreement.

**3.5 Customer Input.** Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer has no obligation to provide Customer Input.

### 4. Confidentiality.

**4.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

**4.2 Protection.** Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, except as specified in section 4.3, but in no event using less than a reasonable standard of care.



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**4.3 Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) 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 (California Government Code Section 6250, *et seq.*) and the California Brown Act (California Code section 54950 *et seq.*) 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 request pursuant to the California Public Records Act request. In addition, Workday understands and agrees that Customer may disclose this Agreement, its related Order Forms, attached exhibits, invoices thereon, and Workday's proposal submitted to Customer in response to Customer's August 20, 2021 Request for Proposal for Enterprise Resource Planning Software and Implementation Services, all without giving prior notice to Workday. Such disclosure may take the form of a website-accessible posting of those documents.

**4.4 Special Access by Law Enforcement and for Oversight.** Customer is a public sector entity subject to oversight by other public sector entities, including the state of California 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.

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

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

## 5. Customer Data.

**5.1 Protection and Security.** During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the Workday Universal Security Exhibit attached hereto as Exhibit C and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recent SOC1 and SOC2 audit reports completed as of the Effective Date, are referred to herein as the "**Current Audit Reports**". Each year, Workday shall retain a nationally recognized public accounting firm to produce a SOC1 and SOC2 audit report relating to the Service at Workday's cost. In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday's Security Exhibit and the Current Audit Reports. Workday will promptly remediate any material deficiencies identified in the Current Audit Report. Upon Customer's request, Workday will provide Customer with a copy of Workday's then-current SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Workday's independent third-party auditor. Workday shall process Personal Data pursuant to the Universal Data Processing Exhibit attached hereto as Exhibit D. Workday may update the terms of the Universal Security Exhibit and the Universal Data Processing Exhibit by updating them at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, provided that any such update shall not reduce the level of security set forth in either the Universal Security Exhibit attached hereto as Exhibit C, or the Universal Data Processing Exhibit attached hereto as Exhibit C. Customer shall comply with any and all Laws applicable to it.

**5.2 Unauthorized Disclosure.** If either party believes that there has been a Security Breach, such party shall promptly notify the other party, unless legally prohibited from doing so, within forty-eight (48) hours or any shorter period as may be required by Law. Additionally, each party will reasonably assist the other party in mitigating any potential damage that may occur as a result of the Security Breach. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it except as such costs may be allocated pursuant to Section 5.3. As soon as reasonably practicable after any such Security Breach that is not clearly attributable to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer. Workday shall not make any public announcements, filings, or press releases about a Security Breach that identify Customer by name prior to receiving written authorization from Customer to do so unless required to do so by applicable Law.



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**5.3 Workday Remediation of Certain Unauthorized Disclosures.** In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday's breach of its security and/or privacy obligations under this Agreement, Workday shall pay Customer 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 may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

**5.4 Designated Tenant Location.** Customer's Tenant will be housed in data centers located in the United States.

## 6. Warranties and Disclaimers.

**6.1 Warranties.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants to Customer that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and (iii) to the best of its knowledge, the Service does not contain any Malicious Code. Workday further warrants that it will not knowingly introduce any Malicious Code into the Service. Malicious Code, no matter how introduced, will be remedied in accordance with Section 6.2.

**6.2 Warranty Remedies.** In the event of Workday's breach of the warranty set forth in Section 6.1 (i) or (ii), or upon the discovery of Malicious Code in the Service, (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Customer first reported the applicable deficiencies to Workday through the date that such deficiencies are remedied. To receive the refund remedy, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days following the first date the deficiency is identified by Customer, but Customer's failure to notify Workday within such thirty (30) day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is somehow unable, or impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the thirty (30) day period. Notice of breaches of the warranty in Section 6.1(i) or 6.1(iii) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement. The remedies set forth in this subsection 6.2 shall be Customer's sole remedy and Workday's sole liability for breach of the warranties in Section 6.1 unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with Section 9.2 (Termination).

**6.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6 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, WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

## 7. Indemnification

**7.1 Intellectual Property Indemnification by Workday.** Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes any third party's Intellectual Property Rights; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability, does not make any admissions on behalf of the Customer, or include payment of any amounts by Customer) and (c) provides to Workday, at Workday's cost, all reasonable assistance. Customer shall retain the right, at its own expense, to be represented by counsel of its choosing at any proceeding or settlement discussions related to any matter for which Workday is obligated to indemnify Customer. Workday shall not be required to indemnify Customer to the extent that the alleged infringement arises from: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations under this Agreement or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by Workday



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except to the extent that Workday knew that the combination was substantially likely to result in a Claim and did not notify Customer. Workday acknowledges Customer will use an implementation service provider and does not believe that this is substantially likely to result in a Claim; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined as a result of a Claim, Workday shall, at its sole option (i) obtain for Customer the right to continue use of the Service, or (ii) replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then use of the impacted portions of the Service may be terminated at Workday's option if and only if Workday is terminating use of the impacted portions of the Service to all other Workday customers affected by the Claim and Workday's sole liability (other than its obligation to defend and indemnify as set forth in this section 7) shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination, as well as any fees paid by Customer attributable to the enjoined portions of the Service for the period of time Customer was enjoined from use of the Service. In addition, Workday will not object to Customer's participation in the defense against any proposed injunction which would impact Customer's ability to utilize the Service.

**7.2 Public Records Act.** Workday shall defend, indemnify, and hold Customer harmless against any loss, damage, liability, or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings made or brought against Customer by a third party that arise as a result of Customer's refusal to produce documents or information that is not exempt from the California Public Records Act (California Government Code Section 6250, et seq.) at Workday's request, including documents or information that Workday claims, erroneously, are exempt from disclosure.

## 8. Limitation of Liability.

**8.1 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7 (INTELLECTUAL PROPERTY INDEMNIFICATION BY WORKDAY), (ii) RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iii) DEATH OR BODILY INJURY; (iv) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 5.3 (WORKDAY REMEDIATION OF CERTAIN UNAUTHORIZED DISCLOSURES); OR (v) CUSTOMER'S PAYMENT OBLIGATIONS,

(a) IN NO EVENT SHALL EITHER PARTY'S (WHICH INCLUDES ITS RESPECTIVE AFFILIATES, AND IN THE CASE OF WORKDAY, ALSO INCLUDES WORKDAY'S THIRD PARTY LICENSORS) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE FROM WHICH THE CLAIM AROSE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE), AND

(b) WORKDAY'S AGGREGATE LIABILITY FOR ITS BREACH OF THIS AGREEMENT (INCLUDING A BREACH OF ITS OBLIGATIONS UNDER THE UNIVERSAL DATA PROCESSING EXHIBIT ATTACHED HERETO AS EXHIBIT C) RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, OR BREACH OF ITS SECURITY, PRIVACY AND/OR CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICE FROM WHICH THE CLAIM AROSE DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE SECOND ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE SERVICE FROM WHICH THE CLAIM AROSE FOR THE FIRST TWENTY-FOUR (24) MONTH PERIOD).

**8.2 EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW SUCH DAMAGES MAY BE CHARACTERIZED, AND THE LOSS OF CUSTOMER DATA DUE TO THE FAILURE OF WORKDAY TO ADHERE TO ITS DATA BACKUP AND RESTORATION PROTOCOLS AS DESCRIBED IN THE SLA AND SECURITY EXHIBITS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.



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CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER FORM ARE EXCLUDED AS WORKDAY'S LOST PROFITS.

**8.3 DIRECT DAMAGES.** SUBJECT TO SECTION 8.1 AND NOTWITHSTANDING SECTION 8.2 ABOVE, THE PARTIES AGREE THAT WITH RESPECT TO WORKDAY'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND WORKDAY SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (ii) LEGAL FEES, INCLUDING REASONABLE ATTORNEY'S FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH AND FOR CLAIMS DEFENDED BY CUSTOMER, AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH.

## 9. Term and Termination.

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

**9.2 Termination.** Subject to Customer's transition rights set forth in Section 9.6, either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Customer may terminate this Agreement in accordance with Section 10.12 (Non-Appropriation of Funds). In the event the Agreement is terminated, all Order Forms are simultaneously terminated regardless of a contrary provision in an Order Form. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

**9.3 Dispute Resolution.** It is the intention of the parties in administering and performing this Agreement to resolve disputes rather than invoke their termination rights under this Agreement. Accordingly, where a dispute or breach appears to be one that might be resolvable by the parties without resorting to termination, the parties will seek to resolve the dispute or breach in good faith and will, where appropriate, consider non-binding mediation of their dispute if the management of the parties is unable to resolve the dispute. Notwithstanding the foregoing, each party retains its right to seek injunctive relief at any time and to exercise its termination rights under this Agreement and pursue any other remedies available to them.

**9.4 Effect of Termination.** Upon any termination of this Agreement and following any Transition Period (as defined in Section 9.6) Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under Section 9.5 (Retrieval of Customer Data)) and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for Workday's uncured material breach or the reasons set forth in Section 2.2 shall not relieve Customer of the obligation to pay all future amounts due under all order forms.

**9.5 Transition Period before Final Termination.** If this Agreement expires or is terminated, and Customer submits a written request to Workday for a one-time transition period within thirty (30) days of such expiration or termination, Workday will continue to provide the Service for up to one (1) year (the "Transition Period"), subject to the terms and conditions of this Agreement. Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees for the Service during calendar period of the Transition Period if the Order Form has fees for such calendar period, and for any portion of the Transition Period not covered by pre-negotiated fees on the Order Form, based upon the annual fees for the twelve month period immediately preceding the termination date plus an additional five percent (5%). Notwithstanding the foregoing, if Workday is enjoined from performing its obligations under this Agreement, or this Agreement is terminated by Workday for breach by Customer, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further services (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.

**9.6 Transition Consulting Services.** During a Retrieval Period (as defined in Section 9.7) or a Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of



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termination of this Agreement by Workday for Customer's breach, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed and (ii) prepayment of fees for further services.

**9.7 Retrieval of Customer Data.** Upon written request by Customer made prior to or upon any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service solely to allow Customer to retrieve Customer Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). If Customer utilizes the Transition Period described in Section 9.5 above, it will still receive a total of no more than sixty (60) days of non-cost Retrieval Period which shall commence at the end of the Transition Period. After such Retrieval Period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. Customer Data will be made available in a Workday-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

**9.8 Surviving Provisions.** The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement and any Transition Period: (i) subsection (i) of Section 1.1 "Workday Obligations"; (ii) Section 3.2 "Grant of Rights"; and (iii) any Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

## 10. General Provisions.

**10.1 Relationship of the Parties.** 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 this Agreement.

**10.2 Insurance.** Workday will maintain during the entire Term of this Agreement, 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 authorized to do business in the jurisdictions where the Workday services are to be performed.

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer.
- (b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.
- (d) 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.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate.
- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a provision obligating Workday or its broker to notify Customer thirty (30) days prior to any cancellation. Workday is solely responsible for any deductible. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.



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**10.3 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its General Counsel. Notices to Customer shall be addressed to Customer's designated representative. Notices regarding Compelled Disclosure Requests may be sent to Workday via email to [legal@workday.com](mailto:legal@workday.com). 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 shall constitute a waiver of that right or any other right. None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**10.5 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively) (a "Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other party, and dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Each party will reasonably endeavor to resume its performance under this Agreement as soon as possible following a Force Majeure Event and Workday will expend the same level of effort to resume performance to Customer that it expends for its other similarly-situated customers.

**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 shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (an "M&A Assignment") so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In the event of an M&A Assignment, the non-assigning party shall be entitled to request that the assignee entity provide adequate assurances that it has the requisite personnel, assets, expertise, and experience to provide the Service and comply with this Agreement. Failure to provide such assurances may be treated as a material breach of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.7 Governing Law.** This Agreement shall be governed exclusively by the internal laws of the State of California without regard to its conflicts of laws rules. The parties agree the venue of any dispute will be the State and Federal courts for the County of Santa Barbara, California and Los Angeles, California, respectively.

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

**10.9 Federal Government End Use Provisions (if applicable).** Workday provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a "need for" right 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.

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



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**10.11 Miscellaneous.** This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. The current versions of the SLA, Universal Security Exhibit, and Universal Data Processing Exhibit are attached hereto as exhibits, but in each case, the parties recognize that these Exhibits reflect standard Workday policies and may change over time, subject to the requirement in Section 6.1(ii) that changes will not materially degrade the Service or security of the Service and the requirement that the Customer will not be subject to any additional obligations as a result of the changes. Material degradation of the Service includes but is not limited to: (a) any decrease in the commitment as to uptime percentage in the SLA or (b) an increase in maintenance windows of more than twenty (20) percent. In the event of a conflict or where an Order Form provides more specific detail than this Agreement, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment provided, however, that the Agreement shall take precedence with respect to all sections unless the Order Form clearly states that it shall take priority. Notwithstanding the foregoing, terms in the Order Form regarding non-refundable fees or non-cancellable services shall not supersede the terms of this agreement regarding such matters irrespective of contrary language contained on an Order Form. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures, provided that such signatures must be made using a technology designed for electronic signatures and a mere email which appears to state consent to an agreement or action shall not be considered an electronic signature.

**10.12 Non- Appropriation of Funds.** 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. No legal liability on the part of Customer shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. Workday is under no obligation to provide the Service if Customer lacks funds to pay for it. Upon termination of this Agreement, 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).

**10.13 Audit Financial Billing.** During the Term of this Agreement but not more frequently than once per year (unless otherwise required by law), 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 and business records applicable for the Service provided under this agreement and/ or any Order Form(s) issued hereunder. Workday is 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 Universal Data Processing Exhibit attached hereto as Exhibit D. Pursuant to California Government Code Section 8546.7, Agreements exceeding ten thousand dollars (\$10,000.00) shall be subject to the examination and audit of the California State Auditor, at the request of the Customer or as part of any audit of the Customer, for a period of three (3) years after final payment under the Agreement. Customer agrees that it shall not request an audit pursuant to California Government Code Section 8546.7 within one year of the conclusion of a separate audit under this provision. Workday agrees to cover the reasonable costs related to audits conducted by the California State Auditor. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate the charges under this Agreement for at least five (5) years after such charges are invoiced. The parties agree to discuss in good faith the parameters of any audit under this section. Notwithstanding the foregoing, all audits under this section are subject to the following: (1) Workday shall be provided reasonable notice prior to any audit and the parties shall mutually agree upon the timing of such audit which shall be conducted in a manner that is least disruptive to Workday's business operations and (2) No audit shall 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.



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**10.14 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.

**10.15 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.

**10.16 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.

**10.17 Limitation of Agreement.** This Agreement is limited to and includes only the services and work described herein.

**10.18 Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Customer and Workday, and there are no intended third party beneficiaries of this Agreement.

**10.19 Severability.** The unenforceability, invalidity, or illegality of provision(s) of this Agreement shall not render the remaining provisions unenforceable, invalid, or illegal.

**10.20 Customer’s Right to Employ Other Consultants.** Customer reserves its right to employ other entities in connection with this Agreement and other projects.

**10.21 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 this 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 this Agreement without 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.

**10.22 Conflicts of Interest.** Workday agrees that to the best of its knowledge and belief it presently has no employment or interest and shall not acquire any employment or interest which would materially conflict with the performance of services required to be performed under this Agreement. Workday must promptly disclose to County, in writing, any actual material conflict of interest. County retains the right to waive a conflict of interest disclosed by Workday if County determines it to be immaterial, and such waiver is only effective if provided by County to Workday in writing.

**10.23 Travel Policy.** Workday acknowledges that the Customer has a travel policy which it requires vendors to adhere to. In the event that travel is required under an Order Form, the Customer’s then current travel policy shall be included, unless otherwise agreed to by the parties.

**11. Definitions.** In addition to the definitions below, Exhibits may include definitions. Where a term is capitalized but not defined in an Exhibit and is defined in another Exhibit, it will be considered to have the same meaning as the defined term in the other Exhibit.

“Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control by either party or in the case of Customer, Affiliate also means any special district or local government entity to which Customer provides payroll, human



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resources services, or other financial services. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Subscription Agreement, including all exhibits or attachments hereto as they may be updated from time to time pursuant to the terms of this Agreement, and any fully executed Order Form.

**"Authorized Parties"** means Customer's or an authorized Affiliate's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

**"Confidential Information"** means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; and (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated in writing by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary. For the avoidance of doubt, the Order Forms, this Agreement and its exhibits, invoices thereon, and Workday's Proposal submitted to Customer in response to Customer's August 20, 2021 Request for Proposals for Enterprise Resource Planning Software and Implementation Services do not constitute Confidential Information and may be released without prior notice to Workday.

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

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

**"Documentation"** means Workday's electronic Administrator Guide for the Service (formerly known as the User Guide), which may be updated by Workday from time to time.

**"Employee"** or **"Worker"** means actual or prospective employees, students, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The Order Form defines how the Employee count is calculated for subscription fee purposes.

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

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

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

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

**"Order Form(s)"** means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

**"Personal Data"** means any information that is related to an identified or identifiable individual and has been provided by Customer or its Affiliates as Customer Data within the Workday Service to enable Workday to Process the data on its behalf.

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

**"Security Breach"** means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental



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disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

**"Service"** means Workday's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

**"SLA"** means the Workday Production Support and Service Level Availability Policy attached hereto as Exhibit B, which may be updated by Workday from time to time at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>, provided that no such update shall materially diminish or decrease any of the performance obligations set forth in the Workday Production Support and Service Level Availability Policy attached hereto as Exhibit B.

**"Subscription Service Fee"** means all amounts invoiced and payable by Customer for the Service.

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

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

**"Term"** has the meaning set forth in Section 9.1.



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**EXHIBIT A**  
**WORKDAY SLA SERVICE CREDIT EXHIBIT**

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



## EXHIBIT B

### Workday Production Support and Service Level Availability Policy (SLA)

Workday's Service is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document (the "SLA") communicates Workday's Production Support and Service Level Availability Policy for its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the primary Service subscription agreement between Workday and Customer ("MSA").

#### 1. Support Terms:

Workday will provide Customer with support 24x7x365 (24 hours a day, 7 days a week, 365 days a year) in accordance with this SLA.

#### 2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.7%.

Service Availability is calculated per month as follows:

$$\left( \frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100\% \geq 99.7\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes that the Service is not available in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. The Planned Maintenance windows can be found at Workday Scheduled Maintenance (<https://community.workday.com/articles/521701>). All times are subject to change upon 30 days' notice provided at <https://community.workday.com> ("Workday Community") and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Production Tenants at the Workday Production data center's Internet connection points. Upon Customer request not more than once per month via the Workday case management system ("Customer Center"), Workday will provide a Service Availability report.

#### 3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least 30 days' prior notice to Customer on Workday Community. Specific information and timelines for Feature Releases and Service Updates can be found on Workday Community. Feature Releases will be performed during a weekend within any Planned Maintenance.

#### 4. Service Response:

Workday's Service Response commitment is: (1) not less than 50% of online transactions in one second or less and (2) not more than 10% in 2.5 seconds or more. "Service Response" means the processing time of the



Workday Production Tenants in the Workday Production data center to complete transactions submitted from a web browser. This Service Response commitment excludes online requests processed via background jobs, Workday Web Services, or as analytics.

The time required to complete the request is measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until the response begins to be returned for transmission to Customer. Customer may request a Service Response report not more than once per month via the Customer Center.

Customers may impact their own Service Response time by launching custom reports and integrations in excess of the limits set forth in Workday Community. Workday may enforce reasonable and documented system limits to serve as guardrails for the Service where these reports and integrations negatively impact Service Response.

#### **5. Production Data Center Disaster Recovery:**

Workday will maintain a disaster recovery plan for the Workday Production Tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of 12 hours - measured from the time that the Workday Production Tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of 1 hour - measured from the time that the first transaction is lost until the Workday Production Tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

#### **6. Case Submittal and Reporting:**

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday products for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

#### **7. Severity Level Determination:**

Customer shall reasonably self-diagnose each support issue and shall recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall make a representative available within one hour of the escalation.

#### **8. Support Issue Production Severity Levels - Response and Escalation:**

"Workday Response Commitment" means the period of time from when Customer logs the Production case in the Customer Center until Workday responds to Customer or escalates within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

If Customer is not satisfied with the progress of a Severity Level 1 or 2 issue, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon



escalation, Workday shall notify support senior management and shall assign a Workday escalation manager to work with Customer until the escalation is resolved.

#### Severity Level 1:

- **Definition:** The Service is unavailable or a Service issue prevents timely payroll processing, tax payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain invoices or creation of purchase orders, processing of candidate applications, issues that prevent financial aid disbursements, admissions, and registration activity of students. No workaround exists.
- **Workday Response Commitment:** Workday will respond within 30 minutes after receiving the case and will remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- **Escalation:** If the problem has not been resolved within one hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved.

#### Severity Level 2:

- **Definition:** An issue with the Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- **Workday Response Commitment:** Workday will respond within one hour after receiving the case and shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- **Escalation:** If the problem has not been resolved within four hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until it is resolved.

#### Severity Level 3:

- **Definition:** An issue with the Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four hours after receiving the case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest a potential workaround until the problem is resolved in a future Service Update. Workday will notify Customer of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and will implement recommended solutions in a timely manner.

#### Severity Level 4:

- **Definition:** An issue with the Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- **Workday Response Commitment:** Workday will respond within 24 hours after receiving the case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development



queue for future Service Updates and will suggest potential workarounds until the problem is resolved in a future Service Update. Customer will be notified of status changes.

- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday's requests for additional information and will implement recommended solutions in a timely manner.

#### Severity Level 5 (Including Customer Care and Operations Requests):

- Definition: Non-system issues and requests such as Named Support Contact changes, SLA report, or general Service inquiries. Questions about product configuration and functionality should be addressed to the Workday Community.
- Workday Response Commitment: Workday will respond within 24 hours after receiving the case.
- Resolution Commitment: Workday will respond to the request and will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Commitment: Customer will respond to Workday requests for additional information in a timely manner.

#### 9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and for issues or errors in the Service caused by issues, errors, or changes in Customer's information systems, customizations, and third-party products or services, Workday may assist Customer and its third-party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Failure to meet obligations or commitments under this SLA that are attributable to (1) Customer's acts or omissions; and (2) force majeure events shall be excused.

#### 10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services ("WWS") APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. Workday will make end-of-life announcements no less than 18 months before the end-of-life of each WWS API. Workday will make announcements surrounding the WWS APIs through Workday Community or, for Workday Extend APIs, through the Workday Extend developer site.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

#### 11. Workday Cloud Platform Support:

For customers subscribing to Workday Extend ("Extend") under an Order Form, Workday will support Extend in Production Tenants. All Extend Applications, whether created by a customer, Workday or others, are expressly not covered by this SLA. Workday will not be responsible for any Service Availability downtime or delayed Service Response times caused by use of any Extend Applications. Workday may modify or deprecate Extend APIs, features and services in accordance with the Extend Availability Statuses posted on the Workday Extend developer site at [developer.workday.com](http://developer.workday.com). Use of the developer site and all materials therein is governed by the Extend Developer Program Agreement. "Extend Applications" means the customizations, add-ons, extensions and/or other software solutions developed by or for a customer using Extend developer materials.



**EXHIBIT C**  
**UNIVERSAL SECURITY EXHIBIT**

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

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

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

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

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



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



**EXHIBIT D**  
**UNIVERSAL DATA PROCESSING EXHIBIT**

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

**1. Definitions**

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

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

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

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

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

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

**“DPE”** means this Universal Data Processing Exhibit including any appendices, annexures or documents incorporated by reference.

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

**“Data Protection Laws”** means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, the GDPR, and implementations of the GDPR into national law, in each case as may be amended or superseded from time to time.

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

**“GDPR”** means either or both the General Data Protection Regulation (EU) 2016/679 (“**EU GDPR**”) and the EU GDPR as it forms part of United Kingdom (“**UK**”) law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”) as the context may require.

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

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

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

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

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

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

**“Restricted Country”** means: (i) where the EU GDPR applies, a country outside of the EEA which is not subject to an



adequacy determination by the European Commission; (ii) where the UK GDPR applies, a country outside the UK which is not based on adequacy regulations pursuant to Section 17A of the UK Data Protection Act 2018; and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 applies, a country outside Switzerland which has not been recognized to provide an adequate level of protection by the Federal Data Protection and Information Commissioner.

**"Restricted Transfer"** means: (i) where the EU GDPR applies, a transfer of Personal Data from the European Economic Area ("EEA") to a Restricted Country; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a Restricted Country; and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 applies, a transfer of Personal Data from Switzerland to a Restricted Country.

**"Standard Contractual Clauses"** means (i) where the EU GDPR applies, the clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("**EU SCCs**"); and (ii) where the UK GDPR applies, standard data protection clauses adopted pursuant to or permitted under Article 46 of the UK GDPR ("**UK SCCs**").

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

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

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

## 2. Processing Personal Data

**2.1 Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer is the Data Controller and Workday is the Data Processor, except when Customer acts as a Data Processor of Personal Data, in which case Workday is a subprocessor.

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

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

## 3. Subprocessors

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

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

**3.3 Subprocessor Objection Right.** This Section 3.3 shall apply only where and to the extent that Customer is established within the EEA, the UK or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant



to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

#### **4. Data Subject Rights**

**4.1 Assistance with Data Subject Requests.** Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Data Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

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

#### **5. Workday Personnel**

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

#### **6. Personal Data Breach**

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

#### **7. Security of Processing**

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

#### **8. Audit**

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

#### **9. Return and Deletion of Personal Data**

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

#### **10. Transfers of European Personal Data**

**10.1 Transfer Safeguards.** The transfer safeguards listed below shall apply to all Restricted Transfers.



**10.2 Binding Corporate Rules.** For the Covered Services identified in Addendum B, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer Affiliate established in the EEA. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

**10.3 Processor-to-Processor SCCs.** Where Workday is located within the EEA, Workday has implemented the Standard Contractual Clauses for any Restricted Transfers of Personal Data from Workday (as "data exporter") to Subprocessors (as "data importers").

**10.4 Controller-to-Processor SCCs.** Where Workday is located in a Restricted Country, the Standard Contractual Clauses will apply to any Restricted Transfers from Customer (as "data exporter") to Workday (as "data importer") as follows:

**10.4.1 EU Personal Data.** In relation to Personal Data that is protected by the EU GDPR, the EU SCCs will apply completed as follows:

- (i) Module 2 applies unless the Customer is a Processor in which case Module 3 applies;
- (ii) in Clause 7, the optional docking clause will not apply;
- (iii) in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be in accordance with the notification process set out in Section 3.2 of this DPE;
- (iv) in Clause 11, the optional redress language will not apply;
- (v) in Clause 17, Option 1 will apply, and the Standard Contractual Clauses will be governed by the law specified in the MSA, provided that law is an EU Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;
- (vi) in Clause 18(b), disputes shall be resolved before the courts specified in the MSA, provided these courts are located in an EU Member State, otherwise those courts shall be the courts of Ireland;
- (vii) Annex I of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex I to this DPE; and
- (viii) Annex II of the Standard Contractual Clauses shall be deemed completed with the information set out in Annex II to this DPE.

**10.4.2 UK Personal Data.** In relation to Personal Data that is protected by the UK GDPR, the UK SCCs will apply as follows:

(i) For so long as it is lawfully permitted to rely on the Standard Contractual Clauses set out in the European Commission's Decision 2010/87/EU ("**2010 SCCs**") for transfers of Personal Data protected by the UK GDPR, the 2010 SCCs shall apply between the Customer and Workday completed as follows:

(a) Appendix 1 shall be completed with the relevant information set out in Annex I to this DPE; and

(b) Appendix 2 shall be completed with the relevant information set out in Annex II to this DPE.

(ii) When the Customer and Workday are lawfully permitted to rely on the EU SCCs for transfers of Personal Data from the UK subject to completion of a "UK Addendum to the EU Standard Contractual Clauses" ("**UK Addendum**") issued by the Information Commissioner's Office under s.119A(1) of the UK Data Protection Act 2018, then:

(a) The EU SCCs, completed as set out in Section 10.4.1 above, shall also apply to transfers of such UK Personal Data and the 2010 SCCs will no longer apply;

(b) The UK Addendum shall be deemed executed between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by the UK Addendum in respect of the transfer of such UK Personal Data.



**10.4.3 Swiss Personal Data.** In relation to Personal Data that is protected by the Swiss Federal Act on Data Protection, the EU SCCs will apply amended and adapted as follows:

- (i) the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;
- (ii) the term "member state" must not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and
- (iii) references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss Federal Act on Data Protection (as amended or replaced).

**10.4.4 Clarifications.** The Standard Contractual Clauses will be subject to the following clarifications:

- (i) Workday will allow Customer to conduct audits as described in the Standard Contractual Clauses in accordance with Section 8 of this DPE.
- (ii) Customer consents to Workday appointing Subprocessors in accordance with Section 3 of this DPE, and Customer may exercise its right to object to Subprocessors under the Standard Contractual Clauses in the manner set out in Section 3.
- (iii) Workday shall return and delete Customer's data in accordance with Section 9 of this DPE.
- (iv) Customer agrees that any assistance that Workday provides to Customer under the Standard Contractual Clauses shall be provided through the Customer Audit Program.
- (v) Nothing in this Section 10.4 of this DPE varies or modifies the Standard Contractual Clauses nor affects any supervisory authority's or data subject's rights under the Standard Contractual Clauses. If any provision of this DPE contradicts, directly or indirectly, the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

**10.5 Order of precedence.** Where more than one transfer mechanism applies, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (i) the Workday BCRs, and (ii) the Standard Contractual Clauses.

## 11. Additional European Terms

**11.1 Description of Processing.** The agreed subject-matter, the nature, purpose and duration of data processing, the types of Personal Data and categories of Data Subjects are set forth in Addendum A to this DPE.

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

## 12. General Provisions

**12.1 Customer Affiliates.** Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to enter into this DPE and any Standard Contractual Clauses entered into under this DPE (and to agree to additional parties to such Standard Contractual Clauses), issue instructions, and make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

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



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

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

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

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

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



**ADDENDUM A**  
**Description of Processing**

**ANNEX I**

**A. LIST OF PARTIES**

**Data exporter**

Data exporter: Customer

Contact details: The individuals designated as named contacts by Customer in Customer's account

Relevant activities: Use of Workday's enterprise software-as-a-service applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these Standard Contractual Clauses incorporated herein as of the effective date of the Agreement.

Data exporter role: The data exporter's role is set forth in the DPE.

**Data importer**

Data importer: Workday

Contact details: Workday Privacy Team, [legal@workday.com](mailto:legal@workday.com)

Relevant activities: Provide and support enterprise software-as-a-service applications, including human resource and financial management.

Signature and Date: By entering into the Agreement, data importer is deemed to have signed these Standard Contractual Clauses incorporated herein as of the effective date of the Agreement.

Data importer role: Processor



## B. DESCRIPTION OF TRANSFER

### Categories of data subjects whose personal data is transferred

1. Customer's job applicants, candidates, current and former employees and other workers, as well as related persons.
2. Employees or contact persons of Customer's prospects, customers, business partners and suppliers.

### Categories of personal data transferred

Customer determines the categories of personal data processed within Covered Services subscribed to. Typically, the transferred personal data will include the categories of data identified below:

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

**Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.**

Unless otherwise agreed, the transferred Personal Data may comprise special categories of personal data, such as ethnicity, religious beliefs, trade union membership information and health data (employee sick leave, disability information). Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Workday has implemented the technical and organizational measures as described in Annex II, including specialized training of staff and system access logs, to ensure an appropriate level of protection for such sensitive data.

### Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Transfers will be made on a continuous basis.

X

### Nature of the processing



Workday acts as a processor for the Personal Data Customer submits electronically into Workday's software-as-a-service applications or provides to Workday in connection with a Professional Services engagement.

1. Processing Personal Data to set up, operate, maintain and support the enterprise software-as-a-service applications
2. Storage of Personal Data in secure data centers
3. Provision of Professional Services

**Purpose(s) of the data transfer and further processing**

Provide and support enterprise software-as-a-service applications, including human resource and financial management.

**The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

Personal data will be retained for the duration of the Agreement.

**For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing**

The subject matter and duration of the processing is outlined above within this Annex. The nature of the specific sub-processing services are further particularized within the Subprocessor List (currently located at: <https://www.workday.com/en-us/legal/subprocessors.html>).

**C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13*

The competent supervisory authority determined in accordance with Clause 13 of the Standard Contractual Clauses.



**ANNEX II**

Technical and Organisational Measures

The technical and organisational measures set forth in the Security Exhibit have been implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.



**ADDENDUM B**  
**BCR Covered Services**

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

Order Form #00344646.0 for Subscription Rights

**ORDER FORM 00344646.0**

<b>Customer Name</b>	County of Santa Barbara
<b>Workday Entity</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>MSA Effective Date</b>	See MSA executed herewith
<b>Order Effective Date</b>	The later of the dates of the parties' signatures on the Signature Document
<b>Order Term</b>	May 27, 2022 through June 30, 2037
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	\$27,689,578
<b>Tenant Base Name</b>	countyofsb

**Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced July 1, 2022	\$1,005,404
2	Invoiced July 1, 2023	\$1,310,240
3	Invoiced July 1, 2024	\$1,747,641
4	Invoiced July 1, 2025	\$1,779,235
5	Invoiced July 1, 2026	\$1,811,463
6	Invoiced July 1, 2027	\$1,844,336
7	Invoiced July 1, 2028	\$1,877,866
8	Invoiced July 1, 2029	\$1,912,068
9	Invoiced July 1, 2030	\$1,946,952
10	Invoiced July 1, 2031	\$1,982,537
11	Invoiced July 1, 2032	\$2,018,829
12	Invoiced July 1, 2033	\$2,055,850
13	Invoiced July 1, 2034	\$2,093,611
14	Invoiced July 1, 2035	\$2,132,125
15	Invoiced July 1, 2036	\$2,171,421
	<b>Total Payment Amount</b>	<b>\$27,689,578</b>

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

**Subscription Fees Table**

Subscription Period	Date Range	Subscription Fee
1	May 27, 2022 through June 30, 2023	\$1,323,212
2	July 1, 2023 through June 30, 2024	\$1,257,796
3	July 1, 2024 through June 30, 2025	\$1,728,362
4	July 1, 2025 through June 30, 2026	\$1,759,783
5	July 1, 2026 through June 30, 2027	\$1,791,832
6	July 1, 2027 through June 30, 2028	\$1,824,523
7	July 1, 2028 through June 30, 2029	\$1,857,865
8	July 1, 2029 through June 30, 2030	\$1,891,878
9	July 1, 2030 through June 30, 2031	\$1,926,566
10	July 1, 2031 through June 30, 2032	\$1,961,952
11	July 1, 2032 through June 30, 2033	\$1,998,045
12	July 1, 2033 through June 30, 2034	\$2,034,859
13	July 1, 2034 through June 30, 2035	\$2,072,410
14	July 1, 2035 through June 30, 2036	\$2,110,714
15	July 1, 2036 through June 30, 2037	\$2,149,781
	<b>Total Subscription Fee</b>	<b>\$27,689,578</b>

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the



Additional Definitions Section below). During the initial Term, any increases due to CPI (also defined below) are waived.

### Subscription Rights Table

SKU	Service	Pricing Metric	Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
MSG	Messaging (if and when available)	Messages	Up to 100,000 outbound and inbound messages during the 12-month period preceding the Annual Reporting Period
TT	Time Tracking	FSE*	Full Enterprise
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise with up to 1,675 Award-Based Invoices Created during the 12-month period preceding the Annual Reporting Period
PLNF	Financial Planning	FSE*	Full Enterprise
PRA	Prism Analytics	FSE*	Full Enterprise
PPLA	People Analytics	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise with up to 5,500 Expense Reports Approved during the 12-month period preceding the Annual Reporting Period
PRO	Procurement	FSE*	Full Enterprise with up to 3,350 Purchase Orders Issued during the 12-month period preceding the Annual Reporting Period
SRCESS	Strategic Sourcing Essentials	Flat Fee	Up to 10 Users
WSP	Workday Success Plan	% of Fee	WSP - Enhanced

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

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

### Full-Service Equivalent ("FSE") Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	4,172
United States-based employees	4,172

### Named Support Contacts Table

Number of Named Support Contacts*	8
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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>	<b>Customer Support</b>	<b>Subscriptions Contact</b>
Contact Name	Wesley Welch	Virginia Butterfield	Kyle Slattery
Street Address	105 E Anapamu St	105 E Anapamu St	105 E Anapamu St
City/Town,	Santa Barbara	Santa Barbara	Santa Barbara
State/Region/County,	California, 93101	California, 93101	California, 93101
Zip/Post Code,	United States	United States	United States
Country			
Phone/Fax #	(805) 568-3107	(805) 568-2607	(805) 568-2126
Email (required)	wwelch@countyofsb.org	vmbfield@countyofsb.org	kslattery@countyofsb.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 effective date of this Order Form, there is no value attributed to any of the Downloadable Components.

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



## ADDITIONAL ORDER FORM TERMS ADDENDUM

### 1. General.

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

### 2. FSE 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	3,987	100.0%	3,987
Part-Time Employees	737	25.0%	185
Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
<b>Total FSE Count:</b>	<b>4,724</b>		<b>4,172</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**

	<b>Metric</b>	<b>Definition</b>
MSG	Messages	Text messages sent or received by recipient.
GM	Award-Based Invoices Created	Award-based customer invoice, counted on created date regardless of current status (e.g. approved, cancelled)
EXP	Expense Reports Approved	Expense report fully approved, counted on first approval date. Subsequent re-approval is not counted again.
PRO	Purchase Orders Issued	Purchase order fully issued, counted on first issued date. Subsequent re-issuance of purchase order is not counted again.
As applicable	User	An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.

### 4. Workday Success Plan.

**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-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 average Subscription Fees during the Order Term. If Customer purchases additional SKU(s) during the Order Term, an additional fee equal to 10% of the Subscription Fees of the new SKU(s) will be added for the Workday Success Plan to the new Order Form. The Workday Success Plan fees assessed in this Order Form, in the amount of \$2,517,234, which are incorporated in the Subscription Fees Table on page 1, represent fees associated with the SKU(s) purchased under this Order Form.

### 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**

<b>SKU</b>	<b>Annual FSE Expansion Rate</b>
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	386.21
USP	53.63
CCB	21.45



**b. Additional Metric Reporting.**

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.

**Additional Metric Expansion Table:**

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
MSG	Each increment of 50,000 Additional Text Messages	6,500
GM	Total of 3,350 Award-Based Invoices Created	51,921
EXP	Total of 11,000 Expense Reports Approved	20,818
PRO	Total of 6,700 Purchase Orders Issued	46,768

**c. Additional Metric Reporting for Users/Seats**

Reporting for the following SKU(s) is based on the highest daily number of Users or Seats, as applicable, 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.

**Additional Metric Expansion Table for Users/Seats:**

SKU	Service	Annual Expansion Rate for Additional Metric Increase
SRCUSR	Strategic Sourcing User (Additional)	5,000

**B. Growth Event Reporting Obligation.**

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more ("Growth Event") as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

**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:

**Renewal Table**

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

The "**Base Subscription Fee**" means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table, minus any fees for Workday Success Plan. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Annual Period Subscription Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. The Renewal fees for the Workday Success Plan will be calculated based on the annual average Renewal fees, as described in the Annual Renewal Subscription Fees table above, multiplied by the percentage indicated in the Workday Success Plan section of this Order Form. 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.**

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

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

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



### WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

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

Service	Description
Core Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Talent Optimization	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Cloud Connect for Benefits	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Payroll for United States	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	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	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.
Cloud Connect for Learning	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning. It also requires customers to maintain an active subscription to Innovation Services and opt in to the corresponding Innovation Service.
Recruiting	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Messaging (if and when available)	Messaging (if and when available) enables Customers to connect with their end users via text messaging communications, and provides a platform to manage messaging preferences, including opt-in/opt-out preferences. This SKU requires Customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Time Tracking	Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.
Core Financials	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments and customer payments via credit card.
Grants Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Financial Planning	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	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.
People Analytics	People Analytics is a pre-configured analytic application that uses augmented analytics to provide insights into a variety of workforce trends based on data in Workday. People Analytics has a standard data model and works on a defined set of Workday data sources. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Projects	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Expenses	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses also includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and support for 'punchout' to suppliers.
Procurement	Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Strategic Sourcing Essentials	Workday Strategic Sourcing supports organizations in sourcing goods and services from suppliers. Workday Sourcing Essentials Package includes Sourcing Pipeline Platform, Sourcing SSO Integration, Sourcing API Connection Support, Sourcing RFX Engine, Sourcing eAuctions Platform, and Sourcing Dynamic Negotiations & Analytics (DNA). Supports unlimited stakeholders and suppliers. It also includes Workday Strategic Sourcing Customer Success Package.



## WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

### 1. Permitted Scope of Use

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

### 2. Course Content

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

### 3. Additional Support Location for Workday Learning

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



## WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM

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

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

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

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

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

**4. Customer Rights and Obligations.** Customer shall use Media Cloud only in connection with authorized use of the Service for the benefit of Customer, its Affiliates, and its Authorized Parties covered under a current subscription agreement. Customer shall use Media Cloud only in accordance with these Media Cloud Terms. Customer shall: (1) maintain all licenses, consents, rights, permits, and authorizations necessary for transferring, uploading, publishing, broadcasting, streaming and displaying Media Cloud Content in all locations from which Customer’s or its Affiliate’s users access the Service and for the public use of external sites as referenced above; (2) to the extent Customer is not the sole owner of any Media Cloud Content, comply with the content owner’s applicable terms of use; (3) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, the Media Cloud AUPs; (4) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, all Laws applicable to use of Media Cloud Content, both from where Media Cloud Content is accessed and where Media Cloud Content is displayed; and (5) be responsible for the transfer of personal data or other sensitive data to Media Cloud. Customer acknowledges that Media Cloud is not intended for storage or transmission of sensitive personal data or credit card data. Customer shall not upload or transmit Protected Health Information as defined in 45 C.F.R. §160.103 (“**PHI**”) in or to Media Cloud, and Customer shall indemnify and hold Workday, its



service providers and subcontractors, and its and their Affiliates, harmless from any losses arising out of or relating to any third-party claim concerning Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates, Authorized Parties, or its users. Customer acknowledges that content provided by Workday and third parties, as well as content catalog listing information, is not part of the Service, and Customer shall use such content in accordance with the content provider's terms of use and privacy policies.

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

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

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

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

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

**10. Media Cloud Term and Termination.** Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these Media Cloud Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA. Unless Customer has a subscription to use the Learning Service, then either party may terminate these Media Cloud Terms by providing formal written notice in accordance with the notice requirements in the MSA. As of the effective date of termination of these Media Cloud Terms: (1) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (2) Customer will no longer provide any Media Cloud Content; and (3) Workday will delete all of Customer's Media Cloud Content in a timely manner. Except for Customer's right to use Media Cloud, the provisions herein will survive any termination or expiration of these Media Cloud Terms. Customer acknowledges that Media Cloud Terms must be in place for Customer to use certain features of other Service applications, such as Learning.



## WORKDAY PRISM ANALYTICS TERMS AND CONDITIONS ADDENDUM

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

### 1. Scope of Use.

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

### 2. Calculation of Usage

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

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

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



## WORKDAY ADAPTIVE PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

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

1. **Documentation.** The Documentation for PLNSKU (<https://adaptiveplanning.doc.workday.com>) applies in lieu of any other Workday Documentation.
2. **Support.** Support for PLNSKU is provided as set forth in the SLA for Planning (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>). Unless otherwise stated in the Workday Service SKU Descriptions Addendum included in this Order Form, 24x7 Support (formerly "Premier Support") will apply. The Workday SLA does not apply to PLNSKU.
3. **Planning Instances and Administrators.**
  - (a) PLNSKU uses Planning Instances for Customer Data rather than Customer's Tenant. A "**Planning Instance**" is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer's Planning Instance consistent with the Tenant deletion terms in the MSA.
  - (b) PLNSKU uses Administrators. "**Administrators**" mean those Authorized Party users who are designated by Customer to have administrative rights to Customer's account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.
4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>) shall govern PLNSKU. PLNSKU is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit.
5. **Subprocessor List.** "**Subprocessor List**" means the list (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU.
6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Workday Adaptive Planning or successor third-party audit report ("**Planning SOC2**"). For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. All background checks will be conducted pursuant to the Planning SOC2. PLNSKU has separate ISO 27001, ISO 27018, and ISO 27701 certifications that apply in lieu of Workday ISO certifications.
7. **Protected Information.**
  - (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.
  - (b) "**Protected Information**" means, to the extent any of the following relates to an identified or identifiable natural person, (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as described in the Payment Card Industry data security standards; or (iii) special categories of personal data regulated under Article 9 of the General Data Protection Regulation.



## WORKDAY INNOVATION SERVICES TERMS AND CONDITIONS ADDENDUM

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

### 1. For Purposes of these IS Terms:

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

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

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

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



## 6. Proprietary Rights and Licenses.

- 6.1. Subject to these IS Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use the Innovation Services, including, if applicable, any third-party content Workday makes available to Customer through any Innovation Service ("IS Content") and Results, solely for the internal business purposes of Customer and its Affiliates, to the extent included in Customer's current subscription to Service applications.
- 6.2. Subject to these IS Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the Workday Universal DPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import, and format IS Data for the purposes set forth in the Workday Obligations Section above. As between the parties, Customer owns all IS Data and Customer Results and Workday and its licensors own the Innovation Services, IS Content, and all Workday Results.
7. **Security.** For each Innovation Service, Workday has implemented and will maintain appropriate technical and organizational measures designed to protect IS Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to, as set forth in the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the "**Workday Universal Security Exhibit**") which is incorporated into these IS Terms by this reference. Unless otherwise set forth in a Service Description, Innovation Services are not in scope for Workday's third-party audit reports (i.e., SOC1, SOC2, ISO Certification).
8. **Data Processing Terms.** All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the "**Workday Universal DPE**") which is incorporated into these IS Terms by this reference.
9. **Deletion of IS Data.** At its discretion, Customer may elect to stop contributing IS Data at any time by disabling specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). In the event Customer disables Innovation Service(s) through the IS Enablement process, Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.
10. **Term, Termination, Suspension.** Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these IS Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA, during which Customer will have an active subscription to Innovation Services. Unless otherwise set forth in a Service Description and excluding Innovation Services that are required for a SKU which Customer has purchased, Workday may terminate any Innovation Service for convenience by providing at least thirty (30) days' prior notice which may be provided by a general announcement via Community. Customer may terminate its use of any Innovation Service for convenience at any time by disabling such Innovation Service through IS Enablement or Customer may terminate these IS Terms by providing Workday with formal written notice pursuant to the MSA with a copy by email to [legal@workday.com](mailto:legal@workday.com), and such notice will be effective thirty (30) days after Workday's receipt of the notice. Customer understands and agrees that in the event Customer has purchased a SKU which requires Innovation Services capabilities, termination of these IS Terms will not result in a refund of fees paid or nonpayment of fees payable for the applicable SKU. Upon any termination of an Innovation Service, as of the effective date of such termination, Customer may no longer have access to such Innovation Service, and related IS Data and Results. Workday may suspend Customer's access to any Innovation Service at any time in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Innovation Service.
11. **Miscellaneous.** No uncured breach of these IS Terms by either party will give rise to a termination right under the MSA. Workday is not required to escrow third party source code that is used in the Innovation Services. Workday may modify Service Descriptions from time to time provided that Workday does not materially diminish the applicable security and privacy commitments as set forth in these IS Terms. Workday will provide notice of any change to a Service Description through Community and any change will not go into effect until thirty (30) days after such notice.



## Workday Strategic Sourcing Additional Terms and Conditions Addendum

This Workday Strategic Sourcing Additional Terms and Conditions Addendum (this "**Sourcing Addendum**") supplements and amends the MSA only for the Strategic Sourcing SKU(s) listed on this Order Form ("**Sourcing**") and does not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in this Sourcing Addendum have the same meaning as set forth in the MSA.

1. **Sourcing Data.** The electronic data or information submitted to Customer's Sourcing Instance (as identified by Sourcing SKU) by Customer or Authorized Parties is "**Sourcing Data**". The terms applicable to Customer Data in the MSA will apply to Sourcing Data except to the extent otherwise indicated in this Sourcing Addendum.
2. **Sourcing Instances.** Sourcing uses Sourcing Instances for Sourcing Data rather than Customer's Tenant. A "**Sourcing Instance**" is a unique separate set of Sourcing Data held in a logically separated database (i.e. a database segregated through password-controlled access). Following Customer retrieval of data after termination, Workday shall, unless legally prohibited, delete Sourcing Data consistent with the then-current Sourcing deletion policy.
3. **Universal Security Exhibit & Universal Data Processing Exhibit.** The Universal Security Exhibit and Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> ("**USE**" and "**UDPE**", respectively) shall apply to Sourcing. "**Subprocessor List**" means the list accessible through Workday's customer website identifying the Subprocessors that are authorized to Process Personal Data for Sourcing.
4. **Audit Report.** The audit report applicable to Sourcing is the current Service Organization Controls 2 Type II audit report for Workday Strategic Sourcing or successor third-party audit report ("**Sourcing SOC2**"), provided that Workday will not materially diminish the controls set forth in the Sourcing SOC2. For Sourcing, Workday maintains a security program that conforms to the USE and is further described in the Sourcing SOC2 and all background checks will be conducted pursuant to the Sourcing SOC2.
5. **Support.** Support for Sourcing is provided as set forth in the Production Support and Service Level Availability Policy for Strategic Sourcing at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>. The Workday SLA does not apply to Sourcing. Any data provided for the purposes of support or feedback is not Sourcing Data.
6. **Account Information.** For clarity, information that an end user provides to register for an account such as name, email and password which is not stored in Customer's Sourcing Instance is not Sourcing Data.
7. **Protected Information.** Customer acknowledges that Sourcing is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Sourcing Data. "**Protected Information**" means, to the extent any of the following relates to an identified or identifiable natural person (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as that term is defined in the Payment Card Industry data security standards; or (iii) special categories of personal data as described in Article 9 of the General Data Protection Regulation.
8. **Additional Definitions.** "**Stakeholder**" means an end user of Sourcing with specific limited access rights that has been invited to use Customer's Sourcing Instance by an Authorized Party. "**Supplier**" means a third-party user of Sourcing in connection with Customer's use of Sourcing hereunder. "**Supplier End Users**" means users who are authorized by a Supplier to use Sourcing. Workday will not be liable to Customer for any act or omission of any Supplier or Supplier End Users, or with regard to a Supplier and Supplier End User's use of the Customer's Sourcing Instance or Sourcing Data, including use, misuse or disclosure of Sourcing Data.

**Order Form #00346947.0 for Training**



## ORDER FORM #346947

<b>Customer Name</b>	County of Santa Barbara
<b>Workday Entity Name</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>MSA Effective Date</b>	See MSA executed herewith
<b>Order Effective Date</b>	The later of the dates of the parties' signatures on the Signature Document
<b>Order Term</b>	July 01, 2022 through June 30, 2025
<b>Currency</b>	USD
<b>Total Training Fees</b>	\$138,000

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	\$123,000
2	Due on first anniversary of the Order Term start date	\$7,500
3	Due on second anniversary of the Order Term start date	\$7,500
	Total Payment Amount	\$138,000

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
LODPLNTRN10	Learn On-Demand – Adaptive Planning - Administrator Training Kit 10 Initial Users	7,500	1	3	\$22,500
				Total Training Fees	\$22,500

SKU	Training Offering	Price Per Unit	Quantity	Total Training Fees
TC	Training Credits (prepaid)	660	175	\$115,500
			Total (TC) Training Fees	\$115,500

Customer Contact Information	Billing, In Care of
Contact Name	Wesley Welch
Street Address City/Town, State/Province/Region Zip/Postal Code Country	105 E Anapamu St Santa Barbara, California 93101 United States
Phone/Fax #	Phone: (805) 568-3107
Email (Required)	<a href="mailto:wwelch@countyofsb.org">wwelch@countyofsb.org</a>

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

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

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

- 1. Training Terms.** The Training Credits purchased under this Order Form may be utilized for any courses identified in Workday's training catalog (the "Training Catalog") as eligible to be purchased with training credits ("TC-eligible Courses") that start on or after the Order Effective Date and end on or before twenty-four (24) months from the Order Effective Date. The manner of delivery of TC-Eligible Courses is set forth in the Training Catalog. The number of Training Credits required for an attendee to attend a specific TC-eligible Course are set forth in Workday's current training catalog. Each attendee must be registered to attend each course. If Customer elects to register for any training course(s) without an adequate prepaid Training Credit balance, the Workday list prices set forth in the Training Catalog will apply. Any Customer request for a cancellation of a course enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) calendar days prior to the scheduled course start date. Cancellation requests received less than seven (7) calendar days prior to the scheduled course start date will not be honored and the applicable Training Credits will be deducted from Customer's balance.
- 2. Training Credit Bulk Purchase Option.** Under this Order Form, Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepaids for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. If Customer elects to purchase training courses without using Training Credits, such purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

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

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

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

- 4. Learn On-Demand Administrator Training Kit.** A Learn On-Demand Administrator Training Kit is a bundle of training courses covering related training concepts. The Customer will have access to designate up to the specified number of "Named Users". A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide access to such individual. Workday shall assign each Named User a password granting the Named User access to the applicable content. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the content within the specified Kit during the Order Term.
- 5. Miscellaneous Training Terms.** Workday training is for use by Customer employees and independent contractors only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. Customer will pay for all training courses taken under Customer's account (included courses not timely cancelled). Workday may utilize external systems for learning management, enrollment, course tracking, and to facilitate testing. Customer understands that any such system is not part of the Workday Service, although Workday's confidentiality obligations shall apply.

**Order Form #00346997.0 for Delivery Assurance Services**



00346997.0

**ORDER FORM #346997  
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")  
DELIVERY ASSURANCE (FIXED FEE)**

<b>Customer Name</b>	County of Santa Barbara (" <b>Customer</b> ")
<b>Workday Entity Name</b>	Workday, Inc. (" <b>Workday</b> ") 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>MSA Effective Date</b>	See MSA Executed Herewith
<b>Order Effective Date</b>	The later of the dates beneath the parties' signatures on the Signature Document
<b>Order Term End Date</b>	November 30, 2024
<b>Currency</b>	USD
<b>Total Consulting Fees</b>	\$208,057.00

**Consulting Engagement Type**

**Delivery Assurance Checkpoints Reviews**

**Delivery Assurance Project Management Reviews**

<b>Product</b>	Learning, Recruiting, Time Tracking, Payroll- US, Financial Accounting, Budgets, Customer Accounts, Grants Management, Procurement, Projects, Customer Contracts, Financial Planning, Prism Analytics
<b>Number of Prism Use Cases</b>	2

<b>Customer Contact Information</b>	<b>Billing Contact</b>
<b>Contact Name</b>	Wesley Welch
<b>Street Address City/Town, State/Province/Region Zip/Postal Code Country</b>	105 E Anapamu St Santa Barbara, California 93101 United States
<b>Phone/Fax #</b>	Phone: (805) 568-3107



00346997.0

**Email (Required)**

wwelch@countyofsb.org

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

Workday may extend the Order Term with respect to the Delivery Assurance Services at no additional cost to the Customer to the extent reasonably determined by Workday to be necessary or appropriate to perform the Delivery Assurance Services. Workday will document the Order Term extension via a mutually agreed upon Change Order.

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

**Fees and Payment.** This Document is for Workday's delivery assurance consulting services to be provided during the Order Term on a fixed fee basis. The fixed fee amount does not include related travel and expenses. No travel and expenses are anticipated as all Delivery Assurance Services will be performed remotely. The Total Consulting Fee as set forth above shall be invoiced upon execution of this Document. Expenses shall be invoiced on a monthly basis as incurred. Invoices are due in accordance with the Agreement. All remittance advice and invoice inquiries can be directed to AccountsReceivable@Workday.com.

**Termination.** Unless terminated in accordance with this Section, this Document automatically terminates upon the earlier of: (i) completion of the professional services provided hereunder, or (ii) the termination of the Agreement. Either party may terminate this Document for cause on the same terms as it may terminate the Agreement for cause. Upon receipt of any notice of termination, Workday shall immediately cease performance of all services and Customer shall pay Workday within thirty (30) days after the date of termination for all services performed by Workday (included partially completed services) and travel and expenses incurred up to the cessation of such services. Notwithstanding any other provision to the contrary, termination or breach of this Document hereunder by either party for any reason shall not terminate nor give that party the right to terminate the Master Subscription Agreement or any Order Forms thereto.



## ADDENDUM A ADDITIONAL TERMS – DELIVERY ASSURANCE

### 1. General

As part of Workday's Delivery Assurance services, Workday shall validate that Customer's deployment of the Service, as performed by a Workday services partner ("Partner"), follows the Workday deployment methodology and configuration standards. Workday is not responsible for the acts or omissions of any Partner or Customer personnel hereunder. As between the parties, Customer is responsible for Partner's compliance with this Document.

### 2. Description of Delivery Assurance Services

**2.1 Checkpoint Reviews.** Partner's consultant(s) and project manager responsible for Customer's deployment of the Service (collectively, the "**Partner Deployment Team**") shall review the configured application (and applicable integrations and reports developed by the Partner Deployment Team or Workday) and provide output from applicable tools to the Workday team using a method specified by the Workday team. The Workday team will review provided output and tools and provide feedback to Partner's consultant(s). Partner's project consultant shall be responsible for resolving any issues identified during the review, including any issues identified by Workday. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process. A Partner project consultant shall review the checkpoint outcomes with Customer.

#### 2.2 Project Management Reviews.

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

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

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

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

(c) Deployment Readiness Reviews. Workday shall evaluate deployment/operational readiness at the end of each stage leveraging the Workday-delivered review template.

(d) Steering Committee. Workday shall participate in Steering Committee meetings.

(e) Other Activities. Workday shall participate in additional project-related activities, such as project status meetings, as needed.

### 3. Conditions

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



00346997.0

3.2 Customer is responsible for the timely coordination of its internal and Partner resources and shall facilitate regular participation of the Workday team in regular Steering Committee meetings. If Customer's actions or responsibilities hereunder are delayed or impact Workday's ability to perform the services for any reason, Customer understands and agrees that Workday may delay services, a Change Order may be required, and additional fees may be due.

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

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

3.5 Neither the SLA nor Service Credits apply to this Order Form.

#### **4. Ownership**

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

#### **5. Warranty and Disclaimer**

This Order Form is for professional services rather than the Workday Service. Accordingly, the warranties and related remedies in the MSA regarding the Workday Service are inapplicable. Instead, Workday warrants that it shall perform its obligations set forth in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Workday which describes any deficiencies within thirty (30) days of the performance of the deficient service. In the event Workday is unable to correct the identified deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the services provided under this Order Form. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS ORDER FORM.