



**SIGNATURE DOCUMENT**

<b>Documents</b>	<b>Agreement Number</b>
Main Subscription Agreement (v22.12)	Agreement #: 00391895.0
Subscription Order Form	Order Form #: 00373688.0
Training Order Form	Order Form #: 00398163.0
Workday Success Plan	Order Form #: 00398147.0

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

<b>City of Escondido</b> 201 N. Broadway Escondido, California 92025 United States	<b>Workday, Inc.</b> 6110 Stoneridge Mall Road Pleasanton, CA 94588
Signature	Signature
Name Dane White	Name
Title Mayor	Title
Date Signed	Date Signed
	Approved as to Legal Form by:

## **MAIN SUBSCRIPTION AGREEMENT**

This Main Subscription Agreement, effective as of the Effective Date set out in the Signature Document, is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and City of Escondido ("**Customer**"), with offices at 201 N. Broadway, Escondido, California 92025, 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. Customer's Use of the Service.**

**1.1 Provision of the Service.** Workday shall: (i) make the Service and Improvements available in accordance with the Documentation and the SLA to Customer during the Term pursuant to this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, 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. 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. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto.

**1.2 Customer Obligations.** Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. 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) prevent unauthorized access to, or use of, the Service, 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 a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday. 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.

**1.3 Federal Government End Use Provisions (if applicable).** Workday provides pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract. Additionally, the parties agree that the purpose of this Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

### **2. Fees.**

**2.1 Invoices and Payment.** Fees for the Service will be invoiced to Customer in the United States in accordance with the relevant Order Form and payment will be remitted from the United States. Except as otherwise set forth in an Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Except as otherwise stated in an Order Form, all fees are quoted and payable in United States dollars and are based on Service rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon Workday's request, Customer will make payments via wire or ACH/EFT. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

**2.2 Non-cancelable & non-refundable.** Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Indemnification by Workday", Section 9.2 "Termination", Section 10 "Availability of Funds". and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-

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refundable. The rights for the number of Employees set forth on any respective Order Form cannot be decreased during the Term.

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

**2.4 Non-Payment and Suspension of Service.** 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, without liability to Customer, until such amounts are paid in full. **Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.**

**2.5 Taxes.** Workday's subscription fees do not include in its price any Transaction Taxes, which are taxes that arise as a result of the services provided to Customer. These Transaction Taxes may include, but are not limited to, any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services taxes, excise, use or similar taxes. Customer is responsible for paying all Transaction Taxes associated with this Agreement, excluding U.S. income taxes on Workday. If Workday has a legal obligation to pay or collect Transaction Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority and honored by the appropriate taxing authority. Withholding taxes do not apply to services and therefore payments due to Workday for its subscription services are not subject to withholding taxes and said payments will not be reduced for withholding taxes.

**2.6 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 a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and 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.

**3.3 Restrictions.** Customer shall not (i) modify, copy 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.

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

**3.5 Customer Input.** Workday shall have a royalty-free, 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 shall have no obligation to provide Customer Input.

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**3.6 Aggregated Data Use.** Workday owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Workday from utilizing the Aggregated Data for purposes of operating Workday's business, provided that Workday's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service. In no event does the Aggregated Data include any personally identifiable information.

### **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.

**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 will be considered a compelled disclosure. All parties acknowledge that Customer may not make any assertion of exemption on behalf of Workday in response to a Public Records Act request. In addition, Customer may disclose Order Forms and this Agreement in accordance with requirements for publication of items that will be on the Customer's City Council agenda. 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 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 threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

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

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

### **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 ("Security Exhibit") and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service

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Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday's Security Exhibit and the Current Audit Reports. The *Universal Data Processing Exhibit* attached hereto (the "Data Processing Exhibit" or "DPE") will apply to the processing of Personal Data. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

**5.2 Unauthorized Disclosure.** If either party believes that there has been a disclosure of Customer Data to anyone other than an Authorized Party or Workday, such party must promptly notify the other party, unless legally prohibited from doing so, within forty-eight (48) hours or any shorter period as may be required by Law; provided, however, that Customer is not required to notify Workday in any case where Customer reasonably determines that the Security Breach presents no threat to the Service. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it. Additional Workday remediation obligations in certain situations are in Section 8.4.

### **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 that during the Term (i) the Service shall perform materially in accordance with the Documentation; and (ii) the functionality of the Service will not be materially decreased during the Term.

**6.2 Warranty Remedies.** In the event of Workday's breach of the warranties set forth in Section 6.1 (i) and (ii), (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. Notice of breaches of the warranties in Section 6.1(i) or (ii) 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. 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. 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 a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; 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); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer in the event of: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations 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; or (z) use of the Service in a manner not otherwise contemplated by this Agreement.

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If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then 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 7.1) 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.

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

**8.1** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO WORKDAY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, AND/OR CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR WORKDAY'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE SECOND ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST TWENTY-FOUR MONTH PERIOD).

**8.2 Exclusion of Damages.** EXCEPT WITH RESPECT TO EACH PARTY'S SPECIFIC REMEDY OBLIGATIONS FOUND IN SECTION 7 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 EXHIBIT, 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. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER FORM ARE EXCLUDED AS WORKDAY LOST PROFITS.

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

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

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MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR AUTHORIZED PARTIES.

### **9. Term and Termination.**

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

**9.2 Termination.** Subject to Customer's transition rights defined herein, 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) upon thirty (30) days' prior written notice that Customer is unable to continue funding the subscription as per (and subject to the requirements in) Section 10.9; or (iii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. 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.** The parties agree that they would prefer 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, seek 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.

**9.4 Effect of Termination.** Upon any termination of this Agreement, and following any transition period, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "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 Workday's uncured material breach in accordance with Section 9.2, pursuant to Section 7.1, or pursuant to the SLA Service Credit Exhibit shall not relieve Customer of the obligation to pay all future amounts due under all executed Order Forms. Termination due to Workday's uncured material breach, pursuant to Section 7.1, non-appropriation of funds pursuant to Section 10.9, or pursuant to the SLA Service Credit Exhibit shall relieve Customer of the obligation to pay any fees (other than fees for the Transition Period described in Section 9.6) for the terminated Order Form for services that were to be rendered after the effective date of termination. Following termination, the parties shall make reasonable and good faith attempts to resolve any outstanding fee disputes.

**9.5 Retrieval of Customer Data.** Upon request by Customer made within thirty (30) days after any expiration or termination of this Agreement, and following any transition period, Workday will make Customer Data and configuration data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data and configuration data for a period of up to sixty (60) days after such request is received by Workday. After such sixty (60) day period, Workday will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. Additionally, during the Term of the Agreement, Customers can extract data using Workday's standard web services. If Customer requires Workday's assistance, Customer may acquire Workday professional services at Workday's then-current billing rates pursuant to a separately executed Statement of Work and Professional Services Agreement. Customer will determine the scope of the professional services engaged to extract data from the Workday system and as such may increase or decrease Workday's professional services involvement in order to control costs.

**9.6 Transition Period before Final Termination.** Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined by a court of competent jurisdiction) pursuant to the terms of this Agreement for a transitional period of up to one (1) year (the "Transition Period"). 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 charged to Customer for the Service during the twelve-month period immediately preceding the termination date plus an additional fee of CPI (defined on Order Form No. 1) plus five percent (5%), unless the Order Form has pricing for the time period during which the Transition Period occurs, in which case the pricing on the Order Form for that time period shall apply. During the Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider

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of similar software, services, or to Customer's internal operations. Such cooperation and assistance will include but not 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. All regular Service will continue during the Transition Period at no additional cost, except as stated in this section. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for breach by Customer, Workday may withhold the provision of transition Services and condition further performance upon (i) payment of undisputed fees then owed; (ii) prepayment of fees for further services; and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.

**9.7 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 "Provision of the Service"; (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 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 Vice President, Legal. Notices to Customer shall be addressed to the representatives as outlined below. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

Customer Designated Representative

Name: Robert Van De Hey

Title: Chief Information Officer

Phone: 760-839-6213

Email: [rvandehey@escondido.org](mailto:rvandehey@escondido.org)

Mailing Address: 201 N. Broadway, Escondido CA 92025

**10.3 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.

**10.4 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) 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), and, where Workday is in compliance with its security and backup obligations under this Agreement, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. 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* situation and Workday will expend the same level of effort to resume performance to Customer that it expends for its other similarly-situated customers.

**10.5 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 provided the assignee has agreed to be bound by all of the terms of this Agreement (an "M&A assignment") and all past due fees are paid in full, except that Customer shall have no right to assign this Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request 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



## **MAIN SUBSCRIPTION AGREEMENT**

Agreement, the failure of which to cure shall give rise to a termination right in accordance with Section 9.2 (Termination). Any attempt by a party to assign its rights or obligations under this Agreement in breach of 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.

**10.6 Governing Law; Waiver of Jury Trial.** 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 in the County of San Diego, California.

**10.7 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.

**10.8 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. Current copies of Workday's SLA, Security Exhibit, and Data Processing Exhibit are attached, 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, any decrease in the commitment as to uptime percentage in the SLA or 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 and the Order Form was signed by Customer's signatory. Each of the attached Order Forms is a separately executed agreement subject to this Agreement that may be separately amended without amending this Main Subscription Agreement. 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. Workday may use Customer's name and logo in lists of customers, on marketing materials and on its website. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument.

**10.9 Availability 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 party of Customer shall arise for payment beyond June 30 of each calendar year unless funds are made available for such a payment and provided that Customer has exercised its termination rights in accordance with this clause. Workday is under no obligation to provide the Service if Customer lacks funds to pay for it. Upon termination Customer will remit all amounts due and all costs reasonably incurred through the date of termination and, to the extent of lawfully available funds, through the end of the then-current fiscal period, providing Service will continue through the end of the then-current fiscal period and for the full duration of any subsequent Transition Period for which funds are available. Upon Workday's reasonable request, Customer will provide Workday with information as to funding status for its next subscription payment(s).

## **MAIN SUBSCRIPTION AGREEMENT**

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

**10.11 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.

**10.12 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.

**10.13 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.

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

**10.15 Third Party Rights.** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Customer and Workday.

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

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

**10.18 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

## **MAIN SUBSCRIPTION AGREEMENT**

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.”

**10.19 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 for the benefit of the 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 limits no less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. 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 primary noncontributory endorsement for the benefit of the Customer.

(d) Professional Liability (“Errors & Omissions”) policy(ies) to include Cyber coverage unless Cyber coverage is in the Crime policy 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).

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

**10.20 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. If there is a Failure in more than three months in any rolling six-month period, then within sixty (60) days of the most recent Failure, Customer may terminate the Agreement and Workday shall refund Customer any prepaid fees for the affected Service that was to be provided after the effective date of termination. Changes in Workday's SLA minimum commitment as set forth in the SLA will not change the levels required to trigger service credits for Customer, which will remain as set forth in this Exhibit. However, Customer will receive the benefit of Workday's efforts to provide improved SLA commitments.

### **11. Definitions.**

“**Affiliate**” means any entity which 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 or human resources 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.

## **MAIN SUBSCRIPTION AGREEMENT**

**"Agreement"** means this Main Subscription Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

**"Authorized Parties"** means Customer's Employees, employees of special districts or local government entities to which Customer provides payroll or human resources services, and third party providers authorized to access Customer's Tenants and/or 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.

**"Competitor"** means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Workday. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) financial analysts with adequate knowledge of the human resources and/or financials software and services industry (chosen by mutual agreement of the parties) commissioned at Workday's sole expense, shall determine such.

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

**"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 or its Employees and Authorized Parties relating to the operation or functionality of the Service.

**"Data Processing Exhibit"** means the *Universal Data Processing Exhibit*, which may be updated by Workday from time to time subject to the restrictions in Section 10.8. The most current version may be found at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

**"Documentation"** means Workday's electronic and hardcopy user guide for the Service, which may be updated by Workday from time to time.

**"Employee"** or **"Worker"** means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

**"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 law, 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"** 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.

## **MAIN SUBSCRIPTION AGREEMENT**

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

**"Security Exhibit"** means the *Workday Universal Security Exhibit*, which may be updated by Workday from time to time subject to the restrictions in Section 10.8. The most current version may be found at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

**"Service"** means Workday's software-as-a-service applications and Improvements as described in the Documentation and subscribed to under and Order Form which includes their associated maintenance. For clarity, "Services" and "the Service" does not refer to other activities that Workday may perform under this Agreement such as training services or professional services.

**"SLA"** means the *Workday Production Support and Service Level Availability Policy*, attached hereto, which may be updated by Workday from time to time subject to the restrictions in Section 10.8. The most current version may be found at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

**"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).



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## **UNIVERSAL SECURITY EXHIBIT**

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

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

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

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

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



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## **UNIVERSAL SECURITY EXHIBIT**

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



## 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 regarding the Processing of Personal Data pursuant to such Agreement.

### 1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given within 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.

**“CCPA”** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

**“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, including as applicable any “service provider” as that term is defined by the CCPA.

**“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, including without limitation the GDPR, and implementations of the GDPR into national law, and CCPA, in each case as may be amended or superseded from time to time.

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

**“Europe”** or **“European”** means the European Economic Area (“EEA”), the United Kingdom (“UK”), and Switzerland.

**“GDPR”** means either or both the (i) General Data Protection Regulation (EU) 2016/679 (“EU GDPR”), and (ii) the EU GDPR as it forms part of 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 Professional Services





## **UNIVERSAL DATA PROCESSING EXHIBIT**

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 as amended or replaced (“UK DPA”); and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 as amended or replaced (“Swiss FADP”) 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 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 FADP applies, a transfer of Personal Data from Switzerland to a Restricted Country.

**“SCCs”** means (i) where the EU GDPR applies, the standard contractual 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, the “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses” issued by the Information Commissioner under s.119A(1) of the UK DPA (“**UK Addendum**”).

**“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”** or **“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. To the extent the CCPA applies to Personal Data, Workday will not (i) Sell Personal Data, nor (ii) retain, use or disclose Personal Data for any purpose other than to provide the Covered Services in accordance with the Agreement. The Term “Sell” shall have the meaning set forth in the CCPA.

**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. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.



## UNIVERSAL DATA PROCESSING EXHIBIT

### 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 Europe 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 survive their 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.

Workday Universal Data Processing Exhibit – City of Escondido



## **UNIVERSAL DATA PROCESSING 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 BCRs.** 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 Europe, Workday has implemented and complies with the SCCs 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 SCCs 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 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 EU SCCs will be governed by the law specified in the MSA, provided that law is an EEA 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 EEA Member State, otherwise those courts shall be the courts of Ireland;
- (vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this DPE; and
- (viii) Annex II of the EU SCCs 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 protected by the UK GDPR ("UK Personal Data"), the UK Addendum will apply as follows:

- (i) the EU SCCs, completed as set out in Section 10.4.1 above, shall also apply to transfers of UK Personal Data;



## **UNIVERSAL DATA PROCESSING EXHIBIT**

(ii) the UK Addendum shall be deemed executed (and incorporated by this reference) between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by Part 2 (Mandatory Clauses) of the UK Addendum in respect of the transfer of UK Personal Data;

(iii) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from within this DPE and the EU SCCs, completed as set out in Section 10.4.1 above;

(iv) the start date of the UK Addendum (as set out in Table 1) shall be the effective date of this DPE; and

(v) Table 4 of the UK Addendum shall be deemed completed "neither party".

**10.4.3 Swiss Personal Data.** In relation to Personal Data protected by the Swiss FADP, 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 FADP.

**10.4.4 Clarifications.** The SCCs will be subject to the following clarifications:

(i) Workday will allow Customer to conduct audits as described in the SCCs 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 SCCs 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 SCCs shall be provided through the Customer Audit Program.

(v) Nothing in this Section 10.4 of this DPE varies or modifies the SCCs nor affects any supervisory authority's or Data Subject's rights under the SCCs. If any provision of this DPE contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.

## **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 ("DPIA(s)") 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 DPIAs and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under GDPR Article 35 and 36 to carry out a DPIA 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 SCCs entered into under this DPE, issue instructions, and make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.



## **UNIVERSAL DATA PROCESSING EXHIBIT**

**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.

**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.



**UNIVERSAL DATA PROCESSING EXHIBIT**

**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 cloud applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these SCCs 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 cloud applications, including human resource and financial management.

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

Data importer role: Processor



## **UNIVERSAL DATA PROCESSING EXHIBIT**

### **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.

Workday Universal Data Processing Exhibit – City of Escondido



## **UNIVERSAL DATA PROCESSING EXHIBIT**

### **Nature of the processing**

Workday acts as a processor for the Personal Data Customer submits electronically into Workday's enterprise cloud 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 cloud 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 cloud 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 in accordance with DPE Section 12.2t.

### **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 EU SCCs unless required otherwise by DPE Sections 10.4.2 (UK Personal Data) and 10.4.3 (Swiss Personal Data).





**UNIVERSAL DATA PROCESSING EXHIBIT**

**ANNEX II**

Technical and Organizational Measures

The technical and organizational 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.



**UNIVERSAL DATA PROCESSING EXHIBIT**

**ADDENDUM B**

**BCR Covered Services**

<b>Covered Service</b>	<b>Applicable SKU Names</b>
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



## **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. 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 three (3) 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 via the Workday Community site ("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 on Community, Workday will provide a Service Availability report.

### **2. 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 Community. Specific information and timelines for Feature Releases and Service Updates can be found on Community. Feature Releases will be performed during a weekend within any Planned Maintenance.

### **3. 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.



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

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 Community.

Customers may impact their own Service Response time by launching custom reports and integrations in excess of the limits set forth on 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.

### **4. 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 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 for Customers on Community.

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

Customer's Named Support Contacts may submit cases to Workday Support via Community. 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 Community.

### **6. 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.

### **7. 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 Workday case management system via Community 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 Production Support and Service Level Availability Policy (SLA)**

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.
- **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.
- **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.
- **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.
- **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



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

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 Community.
- Resolution: 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 Response Commitment: Customer will respond to Workday requests for additional information in a timely manner.

### 8. Support Hours and Support Response Commitments:

Workday provides Customer support 24 hours a day, 7 days a week for Severity Level 1 issues and will remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved. Workday provides Customer support on Mondays through Fridays (9am to 6pm in Customer's local time) for all other Severity Levels. Workday Response Commitments start from the time the case is logged.

Support Issue Severity Level	Workday Response Commitment
1	1 hour / 7 days a week
2	6 hours / Monday – Friday
3	24 hours / Monday - Friday
4	24 hours / Monday – Friday
5	48 hours / Monday - Friday

Support hours and support response commitments in the prior Workday SLA version released in February 2022 will continue to apply to (i) Customers who have an MSA with an Effective Date on or before July 31, 2023 for the remainder of such Customer's subscription Order Term(s); (ii) Customers with a renewal subscription Order Form for HCM or FIN with an Effective Date on or before January 31, 2024 for the remainder of the renewal Order Term; and (iii) Customers not eligible to subscribe to Workday Success Accelerate Plans, for as long as they are not eligible.

### 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 is attributable to (1) Customer's acts or omissions (such as launching custom reports and integrations in excess of the limits set forth on Community); 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-



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

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 Community or, for APIs made available pursuant to the Workday Developer Program, through the Workday 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 Developer Program App Support:**

For customers subscribing to Workday Extend (“Extend”) under an Order Form, Workday will support Extend in Production Tenants. All Apps developed pursuant to the Workday Developer Program, 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 Apps. Workday may modify or deprecate APIs, features and services made available pursuant to the Workday Developer Program in accordance with the Availability Statuses posted on the Workday developer site at [developer.workday.com](https://developer.workday.com). Use of the developer site and all materials therein is governed by the Workday Developer Program Terms. “Apps” means the customizations, add-ons, extensions and/or other software solutions developed pursuant to the Workday Developer Program.



**ORDER FORM 00373688.0**

<b>Customer Name</b>	City of Escondido
<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>	April 21, 2023 through April 20, 2038
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	8,613,604
<b>Tenant Base Name</b>	escondido

**Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	140,490
2	Due on First anniversary of the Order Term start date	201,486
3	Due on Second anniversary of the Order Term start date	426,025
4	Due on Third anniversary of the Order Term start date	434,549
5	Due on Fourth anniversary of the Order Term start date	609,026
6	Due on Fifth anniversary of the Order Term start date	621,204
7	Due on Sixth anniversary of the Order Term start date	633,630
8	Due on Seventh anniversary of the Order Term start date	646,302
9	Due on Eighth anniversary of the Order Term start date	659,227
10	Due on Ninth anniversary of the Order Term start date	672,412
11	Due on Tenth anniversary of the Order Term start date	685,860
12	Due on Eleventh anniversary of the Order Term start date	699,579
13	Due on Twelfth anniversary of the Order Term start date	713,566
14	Due on Thirteenth anniversary of the Order Term start date	727,843
15	Due on Fourteenth anniversary of the Order Term start date	742,405
	<b>Total Payment Amount</b>	<b>8,613,604</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	April 21, 2023 through April 20, 2024	140,490
2	April 21, 2024 through April 20, 2025	201,486
3	April 21, 2025 through April 20, 2026	426,025
4	April 21, 2026 through April 20, 2027	434,549
5	April 21, 2027 through April 20, 2028	609,026
6	April 21, 2028 through April 20, 2029	621,204
7	April 21, 2029 through April 20, 2030	633,630
8	April 21, 2030 through April 20, 2031	646,302
9	April 21, 2031 through April 20, 2032	659,227
10	April 21, 2032 through April 20, 2033	672,412
11	April 21, 2033 through April 20, 2034	685,860
12	April 21, 2034 through April 20, 2035	699,579
13	April 21, 2035 through April 20, 2036	713,566
14	April 21, 2036 through April 20, 2037	727,843
15	April 21, 2037 through April 20, 2038	742,405
	<b>Total Subscription Fee</b>	<b>8,613,604</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. Customer understands that the Subscription Fees above reflects Customer’s planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

**Subscription Rights Table**

SKU	Service	Pricing Metric	Annual Subscription Rights
PLNF	Financial Planning	FSE*	Full Enterprise
PPLA	People Analytics	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
CHCM	Core Human Capital Management	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
REC	Recruiting	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
MSG	Messaging	Messages	Up to 100,000 outbound and inbound messages
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise
HLP	Help	FSE*	Full Enterprise
JRNY	Journeys	FSE*	Full Enterprise
SRCESS	Strategic Sourcing Essentials	Flat Fee	Up to 10 Users
CE	Candidate Engagement	FSE*	Full Enterprise
EMPVCE	Peakon Employee Voice	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
FIN	Core Financials	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
PRA	Prism Analytics Enterprise	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant

\*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 minus Contingent Workers.

**Full-Service Equivalent (“FSE”) Count Table**

FSE Population Category	Baseline FSE Count
Full Enterprise	792
United States-based Employees	792

**Named Support Contacts Table**

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



**Customer Contact Information**

	<b>Billing, In Care of</b>	<b>Customer Support</b>	<b>Subscriptions Contact</b>
Contact Name	Rob Van De Hey	Rob Van De Hey	Rob Van De Hey
Street Address	201 N Broadway	201 N Broadway	201 N Broadway
City/Town, State/Region/County, Zip/Post Code, Country	Escondido California 92025 United States	Escondido California 92025 United States	Escondido California 92025 United States
Phone/Fax #	760-839-6213	760-839-6213	760-839-6213
Email (required)	<a href="mailto:rvandehey@escondido.org">rvandehey@escondido.org</a>	<a href="mailto:rvandehey@escondido.org">rvandehey@escondido.org</a>	<a href="mailto:rvandehey@escondido.org">rvandehey@escondido.org</a>

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 following Additional Terms and Conditions Addendum(s): Planning, Peakon, Learning, Media Cloud, Innovation Services, Strategic Sourcing, located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>. 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).

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON APRIL 21, 2023 (“Deadline”). Notwithstanding the foregoing, Workday reserves the right to accept an Order Form signed after the Deadline in Workday’s sole discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.

## 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	744	100.0%	744
Part-Time Employees	189	25.0%	48
Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
<b>Total FSE Count:</b>	<b>933</b>		<b>792</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.
SRCESS Users	User	An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.
PRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer's PRA data catalog. Workday will consider any published row that exceeds 1,000 characters as multiple data rows in 1,000-character increments. Published Data Rows are measured separately for each Tenant.
PRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer's PRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's PRA subscription and any other PRACU subscription(s). Workday will consider any published row that exceeds 1,000 characters as multiple data rows in 1,000-character increments. Published Data Rows are measured separately for each Tenant.

**4. 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	748.13
USP	68.97
CCB	27.59

**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 avoidance of doubt, if the first year is a partial year, reporting is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

**Additional Metric Expansion Table:**

<b>SKU</b>	<b>Additional Metric Increase</b>	<b>Annual Expansion Rate for Additional Metric Increase</b>
MSG	Each increment of 50,000 Additional Text Messages	4,000

**c. Additional Metric Reporting for Published Data Rows/User/Seat.**

Reporting for the following SKU(s) is based on the highest daily number of Published Data Rows, 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 Published Data Rows/User/Seat:**

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
SRCUSR	Strategic Sourcing User (Additional)	5,000
PRACU	Each increment of 10M Additional Published Data Rows	20,000

**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.

**5. Renewal.**

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

**Renewal Table**

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

The “**Base Subscription Fee**” means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final 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. 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.

**6. Additional Definitions (as applicable).**

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

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

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

**7. Additional Scope of Use Terms.**

**Prism Analytics.** Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with 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. 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 Published Data Rows entitlements (set forth in the “**Growth and Expansion**” section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant. “**Data Limit**” for each Tenant is the sum of the Published Data Row entitlement as set forth in the “**Subscription Rights Table**” above for a particular Tenant and any additional current Published Data Row entitlements purchased by Customer.

### 8. Option to Acquire Additional Service SKUs

At any time within twenty-four (24) months of this Order Effective Date (the “**Option Expiration Date**”), Customer may acquire a subscription for the specific SKU(s) as set forth below. Any standard applicable terms for the SKU(s) acquired will apply. If Customer elects to exercise its option under this section, Customer must provide Workday with written notice by the Option Expiration Date. Workday will provide a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Pricing Metric	Subscription Rights	Annual Subscription Fee
XTND	Extend	Data Usage	Up to 15GB per year	30,674
SC	Scheduling	FSE	Full Enterprise	15,688

*\*Customer understands that the Baseline FSE Worker Count stated for the Subscription Rights are subject to increase in accordance with the Growth and Expansion section herein. \*\*Customer agrees that the number of FSE Workers for Payroll for all Workday Payroll applications and Cloud Connect for Third Party Payroll will always be equal to the total number of FSE Workers for HCM minus Contingent Workers.*

## 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
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.
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.
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.
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).
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.
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.
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.
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.
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.
Messaging	Messaging 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.
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.
Help	Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases. This SKU requires customer to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Journeys	Journeys enables customers to surface content from inside and outside of Workday for employee milestone events (journey paths) and every day work activities (cards). This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
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.
Candidate Engagement	Candidate Engagement enables recruiters to connect with and engage prospects and candidates through personalized experiences with campaigns and landing pages. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Services.
Peakon Employee Voice	Workday Peakon Employee Voice provides organizations with the data required to surface granular insights around employee engagement, sentiment and inclusion, capturing real-time feedback across the organization. Workday Peakon Employee Voice delivers timely and relevant questions to your workforce and delivers data insights across the entire employee lifecycle, coupled with contextual guidance, targeted learning and development opportunities, action plans and reports, and prescriptive action tracking features. Workday Peakon Employee Voice provides standard question sets aligned to topics such as employee engagement, diversity & inclusion, health & wellbeing, manager and employee sentiment, as well as the ability to create custom questions. Global and industry benchmarks, aggregated from the results of standard questions sets, provide companies the ability to compare to similar organizations.
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.
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.
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.
Prism Analytics Enterprise	Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.

## WORKDAY PEAKON EMPLOYEE VOICE TERMS AND CONDITIONS ADDENDUM

These Workday Peakon Employee Voice Terms and Conditions (“**Peakon Terms**”) supplement and amend the MSA only for the Peakon Employee Voice SKU(s) listed on an Order Form (“**Peakon**”) 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 Peakon Terms have the same meaning as set forth in the MSA.

- 1) **Documentation.** Workday makes the Documentation for Peakon available in the user documentation that relates to the online platform accessible via [peakon.com](https://support.peakon.com/hc/en-us), currently located at <https://support.peakon.com/hc/en-us>.
- 2) **Peakon Instances.** Peakon uses Peakon Instances rather than Customer’s Tenant. A “**Peakon Instance**” is a unique instance of the Service with a separate set of Peakon Data held in a logically separated database (i.e. a database segregated through password-controlled access). Workday is not required to escrow any source code used in Peakon.
- 3) **Peakon Data.** Peakon uses Peakon Data rather than Customer Data (or such equivalent term in the MSA). “**Peakon Data**” is the electronic data or information submitted to Customer’s Peakon Instance by Customer or Authorized Parties. Customer shall have sole responsibility for the accuracy, quality, and legality of Peakon Data. For the avoidance of doubt, any confidentiality, security breach, limitation of liability, indemnification, data retrieval and data deletion terms in the MSA applicable to Customer Data apply to Peakon Data.
- 4) **Peakon Results.** Workday shall not use Peakon Data except to (i) provide and improve Peakon, (ii) generate Results, (iii) prevent or address technical problems, and (iv) verify service Improvements, each in accordance with these Peakon Terms, the Documentation, and applicable law. “**Results**” means any and all analytics, trends, analyses, processes, aggregations, reports, and results generated from Peakon Data. Subject to these Peakon Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use Peakon, including Results. Subject to these Peakon Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the UDPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import and format Peakon Data for the purposes in this paragraph. As between the parties, Customer owns all Peakon Data and elements of Results that have not been de-identified, and Workday owns de-identified Results, which are Results that have undergone processing by Workday such that they 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.
- 5) **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit (“**USE**”) and Universal Data Processing Exhibit (“**UDPE**”) currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/> shall govern Peakon. For purposes of the UDPE, “**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 Peakon.
- 6) **Audit Report.** The audit report applicable to Peakon is the current Service Organization Controls 2 Type II audit report for Peakon or a successor third-party audit report (“**Peakon SOC2**”). For Peakon, Workday maintains a security program that conforms to the USE and is further described in the Peakon SOC2, and Workday will not materially diminish the protections provided by the controls set forth in the USE and the Peakon SOC2. Peakon is not covered under any other Workday audit reports or ISO certifications.
- 7) **Support.** The Workday SLA applies to Peakon in all respects except (i) Peakon’s Recovery Time Objective is 72 hours, (ii) Peakon’s Recovery Point Objective is 12 hours, and (iii) Workday will make end of life announcements through a Workday Customer portal before the end of life of any Peakon API.

- 8) **SMS.** Customer has sole discretion to opt into the Peakon short message service ("**Peakon Messaging**"). If Customer opts into Peakon Messaging, Customer agrees (a) that it is solely responsible for obtaining and verifying end user consent, as applicable, for such services in accordance with these Peakon Terms and applicable Law, (b) to comply with and ensure its Affiliates and all of their Authorized Parties comply with Workday's Acceptable Use Policy, currently located at <https://community.workday.com/aup> ("**AUP**"), and in the event of an AUP violation Workday may suspend access to Peakon Messaging, (c) 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 use of Peakon Messaging or Customer or end user violations of the AUP, (d) that any third-party subprocessor used to deliver Peakon messaging ("**SMS Provider**") is, by necessity, a separate data controller of individual data subjects' telephone numbers as required for purposes of providing and optimizing functionality and security, investigating improper use, and complying with applicable Law, audit, regulatory and compliance frameworks, and (e) once Peakon Data is delivered from each applicable SMS Provider to telecommunications providers the data is no longer Peakon Data or a part of Peakon.
- 9) **Protected Health Information.** Customer shall not upload Peakon Data that contains Protected Health Information as defined in the Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws.

## 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.

## 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.

**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 to deliver Media Cloud Content to Customer end users. 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 Customer 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 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 #398163**

<b>Customer Name</b>	City of Escondido
<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 beneath the parties' signatures on the Signature Document
<b>Currency</b>	USD
<b>Total Training Fees</b>	66,660

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	66,660
	Total Payment Amount	66,660

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

Customer Contact Information	Billing, In Care of
Contact Name	Rob Van De Hey
Street Address City/Town, State/Province/Region Zip/Postal Code Country	201 N Broadway Escondido, California 92025
Phone/Fax #	Phone: 760-839-6213 Fax:
Email (Required)	<a href="mailto:rvandehey@escondido.org">rvandehey@escondido.org</a>



**Agreement #398163 - Confidential**

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).

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

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

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

**2. Training Credit Bulk Purchase Option.** Under this Order Form, Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays 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:

<b>Prepaid Training Credits Acquired</b>	<b>Rate Per Training Credit</b>
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





**Agreement #398163 - Confidential**

- 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 and living expenses incurred by the instructor(s) following the Dedicated Training. Any Customer request to cancel a Dedicated Training received less than fourteen (14) full calendar days from the scheduled start of the course is subject to a cancellation fee of 50% of the price of the course for thirteen (13) attendees as well as reimbursement for any non-refundable travel expenses incurred by the instructor(s).
- 4. 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 #00398147.0**

<b>Customer Name</b>	City of Escondido
<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>	April 21, 2023 through April 20, 2031
<b>Currency</b>	USD
<b>Underlying Order Forms</b>	373688
<b>Total Subscription Fee</b>	760,000

**Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	95,000
2	Due on First anniversary of the Order Term start date	95,000
3	Due on Second anniversary of the Order Term start date	95,000
4	Due on Third anniversary of the Order Term start date	95,000
5	Due on Fourth anniversary of the Order Term start date	95,000
6	Due on Fifth anniversary of the Order Term start date	95,000
7	Due on Sixth anniversary of the Order Term start date	95,000
8	Due on Seventh anniversary of the Order Term start date	95,000
	<b>Total Payment Amount</b>	<b>760,000</b>

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

**Subscription Rights Table**

SKU	Service	Pricing Metric	Annual Subscription Rights
WSP	Workday Success Plan	% of Fee	WSP - Accelerate

**1. Workday Success Plans Additional Terms.**

Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site (<https://www.workday.com/content/dam/web/en-us/documents/legal/workday-success-plans-accelerate-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 16.54% of the Subscription Fees of the new SKU(s) will be added for the Workday Success Plan to the new Order Form. The total Workday Success Plan fees assessed in this Order Form, in the amount of 760,000, represent fees associated with the SKU(s) purchased in the Underlying Order Form.

Customer Information	Billing Contact, In Care of	Customer Support
Contact Name	Rob Van De Hey	Rob Van De Hey
Street Address City/Town, State/Region/County, Zip/Post Code, Country	201 N Broadway Escondido, California, 92025, United States	201 N Broadway Escondido, California, 92025, United States
Phone/Fax #	760-839-6213	760-839-6213
Email (required)	<a href="mailto:rvandehey@escondido.org">rvandehey@escondido.org</a>	<a href="mailto:rvandehey@escondido.org">rvandehey@escondido.org</a>

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED UPON CUSTOMERS EXECUTION OF ORDER FORM# 373688

At the time of Renewal, Workday Success Plans fees will always be calculated at a rate of 16.54% of all eligible Subscription Fees (or minimum annual fee), the greater of the fees prevails, and is in addition to the Base Subscription Fees in the Underlying Order Form(s).

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced MSA, the Underlying Order Form(s), or related renewal Order Form in effect, and any Addendums and Exhibits attached hereto. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. Capitalized terms not defined herein shall have the same meaning as the Underlying Order Forms. An active HCM/FIN subscription is required for use of the Service applications listed herein. 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).