

**ORDER FORM #431530
DELIVERY ASSURANCE (FIXED FEE)**

Customer Name	City of Meridian (" Customer ")
Workday Entity Name	Workday, Inc. (" Workday ") 6110 Stoneridge Mall Rd., Pleasanton, CA 94588
MSA Effective Date	See MSA Executed Herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the MSA Signature Document
Order Term End Date	August 18, 2025
Currency	USD
Total Consulting Fees	34,000.00

Number of Prism Use Cases	2
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Customer Contact Information	Billing Contact
Contact Name	Dave Tiede - CIO
Street Address City, State, Zip Code Country	33 E Broadway Ave Meridian, Idaho 83642-2619 United States
Phone	Phone: (208) 489-0495
Email (Required)	dtiede@meridiancity.org, accountspayable@meridiancity.org

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

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

Consulting Services and Scope. This Document describes Workday's Delivery Assurance consulting services ("**Delivery Assurance**" or "**DA**") that Workday shall perform for Customer. Any service, deliverable, feature, or functionality not expressly identified in Addendum A is not in the scope of this Document.

Fees and Payment. Workday will perform the Delivery Assurance on a fixed fee basis. The Total Consulting Fees as set forth above shall be invoiced per the Invoice Table below. The fixed fee amount does not include related travel and expenses. Expenses shall be invoiced on a monthly basis as incurred. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to AccountsReceivable@Workday.com.

**Invoice Table**

Payment #	Invoice Date	Invoice Amount
1	Invoiced Upon Order Effective Date	\$ 8,500.00
2	Invoiced 90 days from Order Effective Date	\$ 8,500.00
3	Invoiced 180 days from Order Effective Date	\$ 8,500.00
4	Invoiced 270 days from Order Effective Date	\$ 8,500.00
	Total Consulting Fees	\$34,000.00

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

ADDENDUM A ADDITIONAL TERMS – DELIVERY ASSURANCE

1. General

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

2. Description of Delivery Assurance Services

2.1 Checkpoint Review. Partner's consultant(s) and project manager responsible for Customer's deployment of the Service (collectively, the "**Partner Deployment Team**") shall review the configured application (and applicable integrations and reports developed by the Partner Deployment Team or Workday) and provide output from applicable tools to the Workday team using a method specified by the Workday team..

2.2 Project Management Reviews.

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

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

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

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

3. Conditions

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

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

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

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

4. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, reviews, guidance, and other technical information provided or developed by Workday in the course of performing the activities contemplated by this Document, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights and Workday Confidential Information. Workday reserves all rights in the content and related Intellectual Property Rights not expressly granted to Customer herein.

5. Warranty and Disclaimer

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