

ORDER FORM #433285

Customer Name	City of Meridian
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures on the Signature Document
Training Credit Order Term	18 months from the Order Effective Date
Training Subscription Order Term	January 25, 2024 through January 24, 2026
Currency	USD
Total Training Fees	63,350

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	52,975
2	Due on first anniversary of the Order Term start date	10,375
	Total Payment Amount	63,350

SKU	Training Offering	Annual Rate	Quantity	Term	Total Training Fees
AK	Adoption Kit	2,875	1	2	5,750
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	2,500	1	2	5,000
LODPAY10	Learn On-Demand – Payroll/Absence /Time Tracking Library 10 Initial Users	2,500	1	2	5,000
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	2,500	1	2	5,000
				Total Training Fees	20,750

SKU	Training Offering	Price Per Credit	Quantity	Total Training Credit Fees
TC	Training Credits	710	60	42,600
			Total (TC) Training Fees	42,600

Customer Contact Information	Billing, In Care of
Contact Name	Kristy Vigil
Street Address City/Town, State/Province/Region Zip/Postal Code Country	33 E Broadway Ave Meridian, Idaho 83642-2619 United States
Phone/Fax #	(208) 489-0495
Email (Required)	kvigil@meridiancity.org accountspayable@meridiancity.org

This Order Form is subject to and governed by the MSA. This Order Form (including the Addenda attached hereto) incorporates the Training Terms located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (“**Training Terms**”) and the Bulk Training Credit Rates attached hereto as Addendum B (the “**Bulk TC Rates**”). A copy of the Training Terms in effect as of the Order Effective Date is attached hereto for convenience only (“**Current Training Terms**”), but in the case of a conflict between the Current Training Terms and the Training Terms, the Training Terms shall control. In the event of a conflict between the terms of the MSA, the Training Terms, this Order Form, and the attached Addenda, the order of precedence is this (i) Order Form, (ii) Addendum B, (iii) Addendum A, (iv) the Training Terms, and (v) the MSA. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

ADDENDUM A - WORKDAY TRAINING TERMS

Last updated: December 1, 2023

These Training Terms apply to Workday Training. Capitalized terms used in these Training Terms that are not defined in this document have the meanings in the MSA (with respect to Customers) or in the Partner Agreement (with respect to Partners). Descriptions of Workday Training Courses and processes are provided in Workday Community. Workday Training may be purchased on an Order Form or in Workday Community. Purchaser is responsible to meet Workday's Course and other training requirements published in Workday Community and Workday Learning Center.

1. Permitted Use & Restrictions

- a. Permitted Use. Workday Training is solely for use by (i) Customer Learners only to support Customer's internal use of the Service consistent with the MSA; and (ii) Partner Learners only for purposes consistent with the applicable Partner program, and unless otherwise agreed by Workday and Partner in writing, to enable such Partner to perform Workday-related services only for Customers. Workday Training and Training Content may be used only during the applicable term of Purchaser's agreement with Workday.
- b. Restrictions. Except as expressly provided herein or with Workday's express prior written consent, neither Purchaser nor Learner will (i) allow any individual other than the enrolled Learner to attend Workday Training or use any Training Content, provided that Purchasers or Learners may request accommodations as provided in Workday Community; (ii) copy, modify, make derivative works of, or distribute any Training Content; or (iii) incorporate any Training Content (including screenshots) in any material. Failure to comply with these Training Terms may expose Purchaser and Learner to legal or disciplinary action by Workday, including restriction or removal from Workday Training, cancellation of accreditation/certification, and copyright infringement proceedings.

2. Product Specific Terms

- a. Dedicated Training (Customers only). Customers may request Workday Training be provided only to Customer Learners ("**Dedicated Training**"), subject to Workday's availability and approval. Fees for Dedicated Training are determined by the number of Learners and the Training Fees or Training Credits required for the Course, plus additional Fees for Workday Training not provided at a Workday training center. The Fee for Dedicated Training cancellation requests not received within the Cancellation Notice Period are 50% of the Training Fees or Training Credits plus all additional Fees for onsite training. Additional health-related terms applicable to in-person training may be set forth in Workday Community.
- b. Training Subscriptions. Workday Training Subscriptions (Learn On-Demand, Adoption Kit, Adaptive Planning Administrator Training Kit, and VNDLY Administrator Training Kit) may be used only by the "**Named Users**" identified by Customer in Workday Community during the Order Term. Partner Named Users are Learners registered in the Workday Learning Center. The Order Form for a Training subscription will specify the number of permitted Named Users.
- c. eBooks. For certain Workday Training, Workday will make available one eBook to each Learner in electronic format. Learners may use the eBook only for Learner's individual, private study for the Workday Training and may print one copy for such use.
- d. Workday Pro Accreditations & Partner Services Certification. Workday Pro Accreditations are available to Customers and certain Partners. Partner Services Certification is available only to certain Partners as set forth in the Partner Agreements. Learners must complete all requirements and pass applicable testing to receive accreditation or certification, and to maintain Workday accreditation or certification, the Learner

must timely attend and successfully pass all required updates to the Workday Training. Accreditation and certifications: (i) are granted to individual Learners and are not owned or controlled by Purchasers; (ii) are not transferable to any Purchaser or another individual; (iii) automatically expire if the Learner fails to maintain updated accreditation or certification requirements, and when the Learner leaves employment or engagement with Purchaser, unless Workday consents (in writing at its sole discretion) to Learner's request to transfer accreditation/certifications upon Learner's subsequent employment or engagement by another Purchaser; and (iv) may be canceled for other reasons at Workday's sole discretion.

- e. Downloadable Content (Customers). Customer may download the Downloadable Content during the Order Term covering the Downloadable Content and internally use, copy, modify, and create derivative works of the Downloadable Content solely to help Customer successfully roll out the Service across its organization in accordance with the MSA and these Training Terms. Customer is solely responsible for any derivative works and other modifications to Downloadable Content made by or for Customer. Customer owns all derivative works and other materials that Customer is permitted to develop, make, or conceive under this section ("**Customer Improvements**"), except that Workday retains all underlying intellectual property rights in the Downloadable Content, the Service, and all Training Content. Customer may use the Workday property incorporated into the Customer Improvements only as provided in this section. Workday may create, modify, use, transfer, and distribute material that is substantially similar to Customer Improvements. Customer will reproduce all Workday proprietary rights notices on copies and revised versions of Downloadable Content. Workday may add, change, or remove Adoption Kits and portions of other Downloadable Content at any time, subject to the applicable Order Form terms.

3. Fees and Training Credits

- a. Fees and Payment. Purchaser will pay Workday for all Workday Training enrolled in or taken under Purchaser's account, unless timely canceled in accordance with these Training Terms. No refunds or credits will be given for failure to meet Workday Training or Course requirements or for late cancellation. Workday is not responsible for costs incurred by Purchaser or Learners to participate in Workday Training. Training Fees are set forth in the Training Catalog. Purchaser will pay all Training Fees and fees for Training Credits in accordance with applicable Order Form, or, if none, the terms of the MSA or Partner Agreement, as applicable.
- b. Training Credit Bulk Purchase Option. Fees for bulk purchases of Training Credits will be set forth in an Order Form. For Customers, such fees will apply to the cumulative number of prepaid Training Credits purchased at any time during any rolling 12-month period during the Order Term. Bulk TC Rates will not be applied retroactively for previously purchased Training Credits or for a la carte Workday Training purchases (e.g., Course purchases from the Workday Learning Center).
- c. Training Credit Use. Purchaser may use Training Credits to pay for any TC-Eligible Course that starts on or after the Order Effective Date and ends on or before 18 months after the Order Effective Date. For Learn Independent Courses purchased with Training Credits, Learners must enroll in the Course before the Training Credit expiration date but can begin the Course after such date. Training Credits are decremented from Purchaser's Training Credit balance upon Course enrollment. If a Purchaser enrolls in a TC-Eligible Course without an adequate Training Credit balance, Workday will invoice Purchaser for the Training Fees for the Course.

4. Cancellation & Termination

- a. Course Change or Cancellation by Purchaser. Purchaser or Learner may change or substitute a Learner, reschedule time or date of Course attendance, or cancel a Course enrollment without charge only if such change is entered into the Workday Learning Center within the applicable Cancellation Notice Period. For timely changed or canceled Courses, Workday will restore the Training Credit(s) decremented or will not

charge Customer for the Training Fees. The following events are deemed to be Course cancellations ineligible for credit or refund: (i) failure to timely meet Workday Training or Course requirements or attend Course; (ii) Course changes and cancellations not within applicable Cancellation Notice Period; (iii) withdrawals from Learn Independent or Refresher Courses or Workday Pro exams after the Purchaser's Training Coordinator has approved the course or exam; and (iv) Learner does not take or pass any required Course exam.

- b. Course Change or Cancellation by Workday. If Workday discontinues a Learn Independent or Refresher Training Course, or an exam, the Learner must attend/take the Course or exam prior to the final offering date announced by Workday. Workday will not refund Training Fees or restore Training Credits if Learner does not do so. If Workday cancels any other Course, Workday will restore Training Credits decremented from Purchaser, or will not charge Purchaser for Training Fees, for such Course. Workday is not responsible for any costs or expenses incurred by Purchaser or Learner in connection with any Workday-canceled Workday Training.

5. Miscellaneous

- a. Updates. Workday reserves the right to add, change, or discontinue Workday Training offerings from time to time without notice to Purchasers or Learners. Please consult the Training Catalog for the most current Workday Training offerings. Workday may modify these Training Terms from time to time in its sole discretion; provided the overall features and substance of the Workday Training program will not be materially decreased during the applicable Order Term.
- b. Privacy. Workday may provide Purchaser and Learners with notices, including notices regarding changes to these Training Terms, by email, regular mail, or postings in Workday Community or the Workday website. Workday may provide information about a Learner's training history to the applicable Purchaser and to subsequent Purchasers that hire or engage such Learner. Workday's Privacy Statement currently located at <https://www.workday.com/en-us/privacy.html> applies to Workday Training. Purchaser will obtain all necessary rights and permissions (including consent, where required) to provide Learner details to Workday so that it may invite them to participate in Workday Training.
- c. Order of Precedence. In the event of a conflict among these Training Terms, the applicable Order Form, the MSA or Partner Agreement, and any terms contained in Workday Community, as applicable, the order of priority is (1) the Order Form, (2) these Training Terms, (3) the MSA or Partner Agreements, as applicable, and (4) terms regarding Workday Training in Workday Community.
- d. Miscellaneous. Workday Training is not subject to any SLA and is not part of the Service. Workday Training is not covered under any Workday audit report or ISO Certification. Any audit activities and Customer information requests will be addressed in accordance with the optional Universal Customer Audit Program Order Form.

6. Definitions

"Cancellation Notice Period" means (a) at least 7 full calendar days before Course start date, (b) within 24 hours of enrollment for Courses enrolled within 7 full calendar days of Course start date, or (c) at least 14 full calendar days before Course start date for Dedicated Training.

"Course" means any Workday Training course listed in the Training Catalog or in the Workday Learning Center.

"Downloadable Content" means the portions of Adoption Kit, Adaptive Administrator Training Kit, and VNDLY Administrator Training Kit that Workday permits a Learner to download for use as described herein.

"Learner" means an individual employee, permitted independent contractor, or Authorized Party (for Customers only) of a Purchaser registered in the Workday Learning Center as a Learner under Purchaser's registered email domain.

“Partner Agreement” means the agreement under which the Purchaser is participating in any Workday Partner Program and such participation provides access to Workday Training.

“Purchaser” means a Customer or Partner that purchases Workday Training or is authorized to enroll Learners in Workday Training.

“TC-Eligible Course” means the Workday Training eligible to be purchased with Training Credits as identified in the Training Catalog with the number of “Credits” required for purchase.

“Training Catalog” means the applicable catalog of available Workday Training in Workday Community.

“Training Content” means all Course materials (including, without limitation, eBooks; Downloadable Content; Course structure, look and feel, and descriptions) and all other material made available by Workday in connection with Workday Training, whether presented visually, audibly, electronically, or in printed form.

“Training Credit” means prepaid credits redeemable for Workday Training in lieu of paying Training Fees.

“Training Fee” means the fee (other than Training Credits) established by Workday from time to time for each Course.

ADDENDUM B - BULK TRAINING CREDIT RATES

The following rates apply to the bulk purchases of Training Credits made within any rolling 12-month period during the Order Term:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD \$ 800
11-25	USD \$ 760
26-50	USD \$ 735
51-75	USD \$ 710
76-100	USD \$ 685
101-249	USD \$ 660
250+	USD \$ 620