

SIGNATURE DOCUMENT

Documents	Agreement Number
Main Subscription Agreement (v23.11)	Agreement #: 00443444.0
Subscription Order Form	Order Form #:
Training Order Form	Order Form #:
*Delivery Assurance	Order Form #:
*Professional Services Agreement	PSA #:
*Statement of Work	Statement of Work #:

**Add related agreement number if applicable.*

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.

City of Lee's Summit 220 SE Green Street Lee's Summit, Missouri 64063 United States	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Signature	Signature
Name	Name
Title	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 the **City of Lee's Summit ("Customer")**, with offices at 220 SE Green Street, Lee's Summit, Missouri 64063, United States. Whereas Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Provision of Service.

1.1 Workday Obligations. During the Term, Workday shall: (i) make the Service and Improvements available to Customer in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement; and (ii) not use Customer Data except to provide the Service, prevent or address service or technical problems, or verify Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions.

1.2 Customer Obligations. Customer may enable access to 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 for a level of use not exceeding the Pricing Metrics on the applicable Order Form. Customer is responsible for all Customer Affiliate and Authorized Party use of the Service and their compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all information submitted to Workday, including, but not limited to Customer Data; (b) take commercially reasonable efforts to prevent unauthorized access to or use of the Service through login credentials of Authorized Parties, and notify Workday promptly of any unauthorized access or use; and (c) take commercially reasonable efforts to prevent the sending of or storage of Malicious Code in connection with use of the Service. Customer shall not: (i) use the Service in violation of Laws; (ii) in connection with use of 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 use of 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.

2. Fees.

2.1 Invoices and Payment. Subscription Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. Except where indicated otherwise on an applicable 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. Workday will send all Customer invoices electronically (by email or otherwise). Workday shall email invoices to Customer within two business days of the date of the invoice. All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address. Upon Workday's request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

2.2 Non-cancelable and non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7 "Indemnification", Section 9.3 "Effect of Termination", and for credits due pursuant to Section 10.12 "Workday SLA Service Credits", all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.

2.3 Overdue Payments. Except with respect to charges subject to a reasonable and good faith dispute, any payment not received from Customer by the due date may accrue, 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. Except with respect to charges subject to a reasonable and good faith dispute, if Customer's account is more than 30 days past due, 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 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, and shall state Customer has 30 days to make payment in full before Workday can suspend the Service.

MAIN SUBSCRIPTION AGREEMENT

2.5 Taxes. *This section applies only if Customer has not provided Workday with a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.* Subscription Fees and all other fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes and foreign withholding taxes (collectively defined as "Taxes"). Customer is responsible for paying all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the Signature Document which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Proprietary Rights.

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

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

3.3 Restrictions. Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (except for archival copies of the Documentation for use consistent with this Agreement); (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; or (iv) access the Service or Documentation in order to build any commercially available product or service except as otherwise provided in an applicable Order Form.

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

3.5 Customer Input. Workday shall have a royalty-free, transferable, sub-licensable, irrevocable, perpetual license to use, and incorporate into its services, any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

4. Confidentiality.

4.1 Confidentiality. A party (the "Recipient") shall not disclose or use any Confidential Information of the other party (the "Discloser") except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement or with the Discloser's prior written permission. Either party may disclose Confidential Information on a need-to-know basis to its Affiliates, contractors and service providers, including third party submission tools or online portal providers required by the Discloser for proposal (or related) submissions ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that (1) the Recipient's or its Representatives' online portal terms conflicting with the terms of Section 4 of this Agreement shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal, (2) this Section 4.1 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (3) this Agreement supersedes any such "click-through" or other online terms.

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, but in no event using less than a reasonable standard of care.

MAIN SUBSCRIPTION AGREEMENT

4.3 Compelled Disclosure. A disclosure by the Recipient of the Discloser's Confidential Information to the extent required by Law shall not be considered a breach of this Agreement, provided the Recipient promptly provides the Discloser with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in any applicable public records law(s) (including the applicable portions under the Missouri Sunshine Law), and provides reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Data, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Data and to inform Customer of such demand.

4.4 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.

4.5 Remedies. If the Recipient discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the Discloser shall have the right, in addition to any other remedies available, to seek injunctive relief to enjoin such acts, it being acknowledged by both parties that any other available remedies may be 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 between the parties; (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation between the parties; (iii) was independently developed by the Recipient without breach of any obligation between the parties; or (iv) is received by the Recipient from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this section.

5. Customer Data.

5.1 Protection and Security. Workday maintains a security program that conforms 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 Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed SOC1 and SOC2 (or industry standard successor audit reports) as of the Effective Date are referred to as the "Current Audit Reports". The Security Exhibit may be updated from time to time to reflect changes in technology and law. In no event during the Term shall Workday materially decrease the protections provided by the controls set forth in the Security Exhibit and the Current Audit Reports. Upon Customer's request, Workday will provide Customer with a copy of Workday's Current Audit Reports or comparable industry-standard successor reports prepared by Workday's independent third-party auditor. The Universal Data Processing Exhibit attached hereto (the "Data Processing Exhibit" or "DPE") will apply to the processing of Personal Data. The DPE may be updated by Workday from time to time to reflect changes in technology and law. No update shall materially decrease the protections that are in the attached DPE. 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 Security Breach, such party must promptly notify the other party, unless legally prohibited from doing so, within 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 mitigating any potential damage. As soon as reasonably practicable after any such Security Breach that is not clearly attributable to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of, and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. Warranties and Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and shall comply with all Laws in connection with its performance of this Agreement. Workday warrants that during the Term (i) the Service shall

MAIN SUBSCRIPTION AGREEMENT

perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and, (iii) to the best of Workday's knowledge, the Service does not contain any Malicious Code. Order Forms for Related Services may have warranties specific to those Related Services.

6.2 Warranty Remedies. In the event of a breach of any of the warranties set forth in Section 6.1 (i), (ii) and (iii), (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 Workday received such notice (as set forth in Section 6.3 below) through the date of remedy, if any. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with the Section entitled "Termination."

6.3 Notice Obligations. To receive the warranty remedies set forth above, Customer must promptly report deficiencies in writing to Workday, but no later than 30 days of the first date the deficiency is identified by Customer, or, in the case of a Related Service, no later than 30 days after delivery of such Related Service. Customer's failure to notify Workday within such 30 day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is somehow unable, or impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the 30 day period. Notice of breaches of the warranties in Section 6.1 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.

6.4 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND RELATED SERVICES AND THE 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 Workday Indemnity. Workday shall defend Customer, as Workday's expense, from any third party Claim against Customer alleging that the use of the Service as contemplated under this Agreement infringes or misappropriates such third party's Intellectual Property Rights and Workday shall indemnify and hold Customer harmless against any Losses relating to such third party Claim.

7.2 Customer Obligations. If and only if Customer is not prohibited by Law from indemnifying its vendors, Customer shall defend Workday, at Customer's expense, from any third-party claim against Workday alleging that (1) Customer Data, or (2) data submitted by Customer, its Affiliates or its Authorized Parties used by Workday to provide the Service infringes or misappropriates such third-party's Intellectual Property Rights and Customer shall be directly and solely responsible for any Losses related to such Claim. If Customer is legally prohibited from indemnifying its vendors, any indemnification clause found in an Order Form's application-specific additional terms or click-through terms referenced in the Order Form shall be read only as an acknowledgement that Customer is responsible for materials and data it provides to Workday and for the behavior of its Authorized Parties.

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

7.4 Exceptions. Workday shall have no liability for Claims or Losses to the extent arising from (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with this Agreement or Documentation (c) use of the Service in combination with any other product or service not provided by Workday.

MAIN SUBSCRIPTION AGREEMENT

7.5 Continued Use of the Service. 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 the applicable Service may be terminated at either party's option and Workday's sole obligation and liability related to the subject matter of this Section 7, in addition to the indemnification obligations herein, shall be to refund any prepaid fees for the applicable Service that was to be provided after the effective date of termination.

7.6 Exclusive Remedy. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of this Section.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) EITHER PARTY'S RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iii) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 8.4; OR (iv) CUSTOMER'S PAYMENT OBLIGATIONS, THE MAXIMUM LIABILITY OF EITHER PARTY WHICH INCLUDES ITS RESPECTIVE AFFILIATES, AND IN THE CASE OF WORKDAY, ALSO INCLUDES WORKDAY'S THIRD PARTY LICENSORS FOR ANY AND ALL CLAIMS (INDIVIDUALLY AND IN THE AGGREGATE) ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, IS LIMITED TO AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 12 MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM(S) AROSE (OR, FOR A CLAIM(S) ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST 12 MONTH PERIOD) ("GENERAL CAP"), EXCEPT THAT FOR BREACHES OF EITHER PARTY'S CONFIDENTIALITY, SECURITY OR PRIVACY OBLIGATIONS THE BREACHING PARTY'S MAXIMUM TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE INCREASED TO FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING 24-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("ENHANCED CAP").

8.2 EXCLUSION OF DAMAGES EXCEPT FOR WORKDAY'S IP INDEMNIFICATION OBLIGATIONS IN SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA (UNLESS CAUSED BY WORKDAY'S FAILURE TO BACK UP CUSTOMER DATA IN ACCORDANCE WITH ITS OBLIGATIONS HEREUNDER), BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS SHALL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

8.3 Direct Damages. Subject to Section 8.1, and notwithstanding Section 8.2, if either party breaches its obligations under this Agreement, the following will be considered direct damages: (1) amounts paid to affected third parties as damages or settlements in response to claims 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 for a longer period if 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 for a longer period 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

MAIN SUBSCRIPTION AGREEMENT

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. Either party may terminate this Agreement: (i) upon 30 days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event this 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(s) that were to be provided after the effective date of termination. For clarity, a breach or termination of any Professional Services Agreement, as defined in the DPE, or of any applicable statement of work and/or work order thereunder, shall not be considered a material breach or termination of this Agreement.

(i) **Termination for Non-Appropriation.** Customer is a local governmental entity that relies on funding which is allocated at the federal, state and/or local level by an entity that provides funding to Customer (the "Funding Entity") to fund the Service in the Agreement. Customer intends to continue this Agreement for its entire term and to satisfy its obligations hereunder. Customer will seek to obtain funding for each fiscal year of an Order Form. For each succeeding fiscal period: (a) Customer agrees to include in its budget request to the Funding Entity appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use all reasonable means to secure appropriations; and (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of an Order Form, in whole or in part. In accordance with the foregoing, Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year's subscription fee. Upon termination, Customer will remit all amounts due, and all costs reasonably incurred up to the date of termination. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms throughout the term of the Agreement.

9.3 Effect of Termination. Upon any expiration or termination of this Agreement, all Order Forms shall immediately terminate and Customer shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the sections entitled "Retrieval of Customer Data" and "Transition Period before Final Termination") and shall also cease accessing 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. Additionally, termination for any reason other than Workday's uncured material breach, or the reasons set forth in Section 2.2, shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

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

MAIN SUBSCRIPTION AGREEMENT

9.5 Transition Consulting Services. During a Retrieval Period or Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for Customer's breach, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed and (ii) prepayment of fees for further services.

9.6 Retrieval of Customer Data. Upon written request by Customer made prior to or upon any expiration or termination of this Agreement (including any Transition Period), Workday will make Customer Data available to Customer through the Service solely to allow Customer to retrieve Customer Data for a period of up to a total of 60 days after such expiration or termination (the "Retrieval Period"). If Customer utilizes the Transition Period described in Section 9.4 above, it will still receive a total of no more than 60 days of non-cost Retrieval Period. After such Retrieval Period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. Customer Data will be made available in a Workday-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.7 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: (i) Section 1.1(i) "Workday Obligations"; (ii) Section 3.2 "Grant of Rights"; and (iii) those provisions granting Customer access to any SKU(s) and services referenced in any applicable Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

10.2 Insurance. Workday will maintain during the entire Term, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII at the time of policy inception.

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer.
- (b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.
- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage, internet liability, and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate and naming Customer (as its interests may appear) as a loss payee.

MAIN SUBSCRIPTION AGREEMENT

- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the 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 waiver of subrogation against Customer.

Limits for (a) Employers Liability only, (b) and (c) may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above.

Upon Customer's request, Workday agrees to deliver to Customer certificates of insurance evidencing the coverage specified in this section. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. 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 or satisfaction of any indemnification/hold harmless obligation of Workday.

10.3 Notices. Unless expressly stated otherwise, all notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) the third business day after first class mailing. Notices to Workday shall be sent to the address shown in the Signature Document addressed to the attention of its General Counsel with a copy sent to legal@Workday.com. Notices to Customer shall be sent to the address shown in the Signature Document addressed to Customer's General Counsel. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.4 Background Check. Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Data. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under this Agreement on behalf of Workday to be assigned to have access to Customer Data whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

10.5 Code of Conduct. Workday has a published code of conduct available on its public web site with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

10.6 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. 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.

10.7 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively) ("**Force Majeure**"). 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, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

10.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (an "M&A assignment") so long as the assignee agrees to be bound by all of the terms of this Agreement in an amendment to this Agreement and all past due fees are paid in full or otherwise accounted for in the amendment. In no event shall Customer have the 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 from the assignee information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement other

MAIN SUBSCRIPTION AGREEMENT

than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.9 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the laws of the State of New York, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.10 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, unless authorized by the United States government.

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

10.12 Workday SLA Service Credits. If, in any rolling 6-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 6 months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) a 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section are the Customer's exclusive remedies for any Failure.

10.13 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. Workday's offering constitutes 'commercial items' as defined under FAR 2.101. Workday's contracting documents are in conformance with Workday's commercial item offerings and tailoring of acquisition terms is pursuant to FAR 12.302(b). If you are a FAR governed entity, Workday agrees that the resulting contract will include the mandatory FAR commercial flow downs for a subcontractor under FAR 52.244-6. 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. 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.

10.14 Use by other Entities. The parties agree that other public entities, including state agencies, local governments, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase the Service from Workday for agreements commencing no later than 5 years after the Effective Date of this Agreement. Workday may extend the availability of this Agreement for such use in its sole and reasonable discretion. The parties understand that pricing is specific to Pricing Metrics and the choice of Workday Service components and other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will have a copy of this Agreement executed in its own name and any Order Forms will be in such entity's name. The parties agree that Workday can disclose this Agreement, all exhibits, and any applicable Order Forms to an entity seeking to make use of this Section.

MAIN SUBSCRIPTION AGREEMENT

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

10.16 Miscellaneous. This Agreement, including all exhibits and attachments hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Main Subscription Agreement and over any other exhibit or attachment to this Main Subscription Agreement except as specified in Section 7.3 of this Agreement and no choice of law clause in an Order Form shall take precedence over Section 10.9. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. 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 non-negotiated Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures, provided that such signatures must be made using a technology designed for electronic signatures and include appropriate certificates to verify the identity of the signatory. For avoidance of doubt, emails stating consent to an Agreement or action shall not be considered an electronic signature.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Main Subscription Agreement, including the Signature Document, any exhibits, addenda or attachments hereto, and any fully executed or attached and referenced Order Form(s).

"Authorized Party" and/or "Authorized Parties" means Customer's or its authorized Affiliate's employees, third party providers authorized by Customer, and as appropriate for the applicable Service, students and their parents or guardians, prospective employees, prospective students and their parents or guardians, former students, and/or retirees authorized to access Customer's Tenants and/or to receive Customer Data (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Claim" means any claim, demand, suit, or other legal proceeding made or brought against a party to this Agreement.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer 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, its Employees or Authorized Parties relating to the operation or functionality of the Service.

MAIN SUBSCRIPTION AGREEMENT

“Documentation” means Workday’s electronic Administrator 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 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.

“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 intellectual property rights, such as copyright, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and inclusive of all moral rights related thereto.

“Internal Business Purposes” means use for Customer’s internal operations associated with the functionality of the Service, as opposed to Customer using the products or Service for customers, clients, or prospective customers of the Customer. As illustrative examples: (1) use of recruiting functionality to assist with the recruitment of Customer’s employees is an Internal Business Purpose but a placement firm’s use of recruiting functionality to find employees for its third-party clients is not an Internal Business Purpose; and (2) Workday’s Student Service is clearly designed to assist educational institutions manage the records of students; even though students are technically the “clients” or “customers” of the institution. Nevertheless, use of Workday’s Student Service to manage these student records is still an Internal Business Purpose.

“Law” means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

“Losses” means any damages or costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys’ fees).

“Malicious Code” means viruses, worms, time bombs, ransomware, Trojan horses and other malicious code, files, scripts, agents or programs intended to do harm.

“Order Form” means the separate ordering documents under which Customer subscribes to the Service or other services pursuant to this Agreement which are fully executed by the parties.

“Personal Data” has the definition set forth in the Data Processing Exhibit.

“Pricing Metrics” means the specific measure identified on the applicable Order Form used for determining the Subscription Service Fee on that Order Form, such as FSE Worker or FTE Student.

“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.

“Related Service” means any professional services provided by Workday pursuant to an Order Form subject to this Agreement and related to the Service.

“Security Breach” means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law, (ii) any Personal Data Breach as defined in the DPE; and (iii) any security breach (or substantially similar term) as defined by Law affecting Customer Data.

MAIN SUBSCRIPTION AGREEMENT

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

"SLA" means the *Workday Production Support and Service Level Availability Policy*, located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time. No update shall materially decrease Workday's responsibilities under the Workday SLA.

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

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

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

**ORDER FORM 00414801.0**

Customer Name	City of Lee's Summit
Workday Entity	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
Order Term	April 29, 2024 through April 28, 2034
Currency	USD
Total Fees	6,063,141
Tenant Base Name	cityofls

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	277,830
2	Due on First anniversary of the Order Term start date	408,422
3	Due on Second anniversary of the Order Term start date	627,107
4	Due on Third anniversary of the Order Term start date	639,459
5	Due on Fourth anniversary of the Order Term start date	652,058
6	Due on Fifth anniversary of the Order Term start date	664,909
7	Due on Sixth anniversary of the Order Term start date	678,017
8	Due on Seventh anniversary of the Order Term start date	691,385
9	Due on Eighth anniversary of the Order Term start date	705,022
10	Due on Ninth anniversary of the Order Term start date	718,932
	Total Payment Amount	6,063,141

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 29, 2024 through April 28, 2025	356,644
2	April 29, 2025 through April 28, 2026	457,682
3	April 29, 2026 through April 28, 2027	611,539
4	April 29, 2027 through April 28, 2028	623,769
5	April 29, 2028 through April 28, 2029	636,241
6	April 29, 2029 through April 28, 2030	648,970
7	April 29, 2030 through April 28, 2031	661,950
8	April 29, 2031 through April 28, 2032	675,186
9	April 29, 2032 through April 28, 2033	688,693
10	April 29, 2033 through April 28, 2034	702,467
	Total Subscription Fee	6,063,141

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Order Term, any increases due to CPI (also defined below) are waived. Customer understands that the Subscription Fees above reflects Customer's planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.



Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
EMPVCE	Peakon Employee Voice	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
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PLNF	Financial Planning	FSE*	Full Enterprise
PRA	Prism Analytics Essentials	Published Data Rows	Up to 10 million Published Data Rows at any time for each Tenant (or Instance as applicable)
PRJT	Projects	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
SC	Scheduling	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
SRCESS	Strategic Sourcing Essentials	Flat Fee	Up to 10 Users

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

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

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	879
United States-based employees	879

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

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name			
Street Address	220 SE Green Street	220 SE Green Street	220 SE Green Street
City/Town,	Lee's Summit	Lee's Summit	Lee's Summit
State/Region/County,	Missouri	Missouri	Missouri
Zip/Post Code,	64063	64063	64063
Country	United States	United States	United States
Phone/Fax #			
Email (required)			

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components (“**Downloadable Components**”). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is 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, 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.

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 29, 2024 (“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. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	775	100.0%	775
Part-Time Employees	400	25.0%	100
Associates	25	12.5%	4
Former Workers with Access	0	2.5%	0
Total FSE Count:	1,200		879

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

"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.

"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.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. "**Static Records**" are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are "**Active Records**".

3. Additional Metric Definition(s).

Additional Metric Definition Table

	Metric	Definition
PRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer's PRA data catalog. Published Data Rows are measured separately for each Tenant (or Instance as applicable).
SRCESS Users	User	An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.



4. Growth and Expansion.

A. Annual Reporting Obligation.

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

a. FSE Metric Reporting.

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

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	606.59
USP	70.03

b. Additional Metric Reporting based on highest daily number.

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

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
SRCUSR	Strategic Sourcing User (Additional)	5,000
PRA	Each increment of 10M Additional Published Data Rows	45,265

B. Growth Event Reporting Obligation.

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by % 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 the applicable annual 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. Such order form must be executed no later than 30 days prior to the end of this Order Term.

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (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 in the final Subscription Period. If the final Period is a partial year, Base Subscription Fee is the

annualized value of the final Annual Period Subscription Fee. The 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 (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). “**Data Limit**” for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the “**Subscription Rights Table**” above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.

8. Customer Identification

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

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

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

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

Service	Description
Core Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Talent Optimization*	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities.
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.
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

	<p>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.</p>
Media Cloud - No Fee	<p>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.</p>
Recruiting	<p>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.</p>
Core Financials	<p>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.</p>
Grants Management	<p>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.</p>
Financial Planning	<p>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.</p>
Prism Analytics Essentials	<p>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.</p>
Projects	<p>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.</p>

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.
Scheduling*	Scheduling supports an organization in creating and managing workforce schedules. This includes the ability to build schedules, account for worker preferences and availability, and assign, notify, and engage with workers regarding schedules.
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 includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and travel partners.
Procurement	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Strategic Sourcing Essentials	Workday Strategic Sourcing supports organizations in sourcing goods and services from Suppliers. Workday Sourcing Essentials Package includes Sourcing Pipeline Platform, Sourcing RFx Engine, Sourcing eAuctions Platform, and Sourcing Dynamic Negotiations & Analytics (DNA). Supports unlimited Stakeholders and Suppliers.

*This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service(s) if and when available.

ORDER FORM #440518

Customer Name	City of Lee's Summit
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 beneath the parties' signatures on the signature document
Training Credit Order Term	18 months from the Order Effective Date
Training Subscription Order Term	April 29, 2024 to April 28, 2026
Currency	USD
Total Training Fees	126,652

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	94,151
2	Due on first anniversary of the Order Term start date	32,501
	Total Payment Amount	126,652

SKU	Training Offering	Annual Rate	Quantity	Term	Total Training Fees
AK	Adoption Kit	5,001	1	2	10,002
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	2	10,000
LODPAY10	Learn On-Demand – Payroll/Absence /Time Tracking Library 10 Initial Users	5,000	1	2	10,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	2	10,000

SKU	Training Offering	Annual Rate	Quantity	Term	Total Training Fees
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	2	10,000
PLNTRN10	Adaptive Planning - Administrator Training Kit 10 Initial Users	7,500	1	2	15,000
				Total Training Fees	65,002

SKU	Training Offering	Price Per Credit	Quantity	Total Training Credit Fees
TC	Training Credits	685	90	61,650
			Total (TC) Training Fees	61,650

Customer Contact Information	Billing, In Care of
Contact Name	Diana Newman
Street Address City/Town, State/Province/Region Zip/Postal Code Country	220 SE Green Street Lee's Summit, MO 64063 United State
Phone/Fax #	Phone: 816.969.1253 Fax:
Email (Required)	Diana.Newman@cityofls.net

This Order Form is subject to and governed by the MSA. This Order Form 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 A (the “**Bulk TC Rates**”). 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 A, (iii) the Training Terms, and (iv) the MSA. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

ADDENDUM A - 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



**ORDER FORM #440520
DELIVERY ASSURANCE (FIXED FEE)**

Customer Name	City of Lee's Summit (" Customer ")
Workday Entity Name	Workday, Inc. (" Workday ") 6110 Stoneridge Mall Road 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	March 27, 2026
Currency	USD
Total Consulting Fees	144,388.00

Customer Contact Information	Billing Contact
Contact Name	Diana Newman
Street Address City, State, Zip Code Country	220 SE Green Street 220 S Lee's Summit, MO 64063 United States
Phone/Fax #	Phone: 816.969.1253
Email (Required)	Diana.Newman@cityofls.net

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 upon execution of this Document. 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.

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..

2.1 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.

2. Conditions

2.1 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.

2.2 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.

2.3 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.

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

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.