

**ORDER FORM 00574389.0  
and MSA AMENDMENT**

<b>Customer Name</b>	City of Lee's Summit
<b>Customer Address</b>	220 SE Green Street, Lee's Summit, Missouri, 64063, United States
<b>Workday Entity</b>	Workday, Inc. Address: <a href="http://www.workday.com/contracting-entity-addresses">http://www.workday.com/contracting-entity-addresses</a>
<b>MSA Effective Date</b>	April 11, 2024
<b>MSA Amendment</b>	This Order Form is subject to and governed by the referenced MSA, as amended, <b>including the UMSA Amendment attached hereto.</b>
<b>Product Terms</b>	Service SKUs and functionality in the Rate Card are subject to the applicable Product Terms available at <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> , which are incorporated herein by reference.
<b>Workday Flex Credits and Platform Entitlement Policy</b>	Use of capabilities identified in the Rate Card are subject to the Workday Flex Credits and Platform Entitlement Policy available at available at <a href="https://www.workday.com/content/dam/web/en-us/documents/legal/the-policy-v259.pdf">https://www.workday.com/content/dam/web/en-us/documents/legal/the-policy-v259.pdf</a> which may be updated from time to time.
<b>Workday Flex Credits Rate Card ("Rate Card")</b>	<a href="https://www.workday.com/content/dam/web/en-us/documents/legal/flex-credits-rate-card-v262.pdf">https://www.workday.com/content/dam/web/en-us/documents/legal/flex-credits-rate-card-v262.pdf</a>
<b>MSA Amendment and Order Form Effective Date</b>	The later of the dates of the parties' signatures below
<b>Order Term</b>	July 31, 2026 through July 30, 2027
<b>Currency</b>	USD
<b>Underlying Order Form(s)</b>	414801,491342,509004, and if applicable, any related renewal Order Form(s) then in effect.
<b>Total Fee</b>	115,044

**Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Form Effective Date	115,044
<b>Total Payment Amount</b>		<b>115,044</b>

**Subscription Rights Table**

SKU	Service	Pricing Metric	Annual Subscription Rights
FLXCRD	Workday Flex Credits	Flex Credits	As provided in the Additional Metric Count Table below
WSP	Workday Success Plan	% of Fee	WSP - Accelerate

**Additional Metric Count Table**

	Baseline Qty for Subscription Period 1 July 31, 2026 to July 30, 2027
Workday Flex Credits	375,000

**ADDITIONAL ORDER FORM TERMS ADDENDUM**

**1. Additional Metric Definition(s).  
Additional Metric Definition Table.**

	<b>Metric</b>	<b>Definition</b>
FLXCRD	Flex Credits	Prepaid, annual, universal credit balance consumed across all AI agents, features, platform components

**2. Workday Success Plans Additional Terms.**

Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site (<https://www.workday.com/content/dam/web/en-us/documents/legal/workday-success-plans-accelerate-accelerateplus-plans-program-terms.pdf>) and subject to the terms of the Workday Customer Experience Program Addendum (<https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>). In the event of a conflict between the terms of this Order Form and the terms of either of the Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday Success Plans is based on the annual Subscription Fees during the Order Term. If Customer purchases additional SKU(s) or Subscription Rights during the Order Term, an additional fee equal to 20.0% of the Subscription Fees of the new SKU(s) will be added for the Workday Success Plan to the new Order Form. The total Workday Success Plan fees assessed in this Order Form, in the amount of 85,044 represent fees associated with the SKU(s) purchased in the Underlying Order Form(s) and any additional SKU(s) purchased under this Order Form. In the event the Order Term of this Order Form is prior to or exceeds the Order Term end date in any Underlying Order Form(s), Customer’s use of Workday Success Plan for the SKU(s) purchased in this Order Form will be effective through the Order Term end date in this Order Form; use of Workday Success Plan for SKU(s) purchased in the Underlying Order Form(s) will be effective through the Order Term end date of the Underlying Order Form(s).

**3. Growth and Expansion.**

Customer will report to [subscriptions@workday.com](mailto:subscriptions@workday.com) as specified in the Underlying Order Form(s) for the metrics as provided below. Notwithstanding the foregoing, Workday Flex Credits are subject to the Flex Credit Reporting Obligation. Due to the Add-On Services shown in the Subscription Rights Table, the Expansion Rate(s) in the Underlying Order Form(s) are incrementally increased as provided below:

**a. Additional Metric Reporting based on total cumulative number.**

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer’s full annual entitlement outlined in the Subscription Rights Table.

**i. Additional Metric Expansion Table**

<b>SKU</b>	<b>Additional Metric Increase</b>	<b>Annual Expansion Rate for Additional Metric Increase</b>
FLXCRD	Per Credit	0.08

**Flex Credit Reporting Obligation.**

In addition to any Growth and Expansion obligations listed in this or any Underlying Order Form(s), if Customer exceeds any Flex Credit Subscription Rights, Customer must report the excess Flex Credit consumption to [subscriptions@workday.com](mailto:subscriptions@workday.com) within 30 days of first exceeding its annual Subscription Rights. Any additional fees incurred by Customer pursuant to this section shall accrue from the first date Customer exceeds the Workday Flex Credit Annual Subscription Rights, regardless of when such growth or expansion is reported to Workday.

In addition to the obligations set forth above, if Workday provides an Ordering Document regarding fees for any excess Subscription Rights used during the Order Term, Customer will execute such Ordering Document and pay the applicable fees.

**Workday Success Plans Reporting.**

An additional fee of 20.0% will be added for Workday Success Plan for any excess Subscription Rights.

**Customer Contact Information**

	<b>Billing, In Care of</b> <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	<b>Customer Support</b> <i>Main point of contact for Workday Support and will receive initial login credentials</i>	<b>Subscriptions Contact</b> <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Diana Newman	Diana Newman	Diana Newman
Phone/Fax #	+18169691253	+18169691253	+18169691253
Email	diana.newman@cityofls.net	diana.newman@cityofls.net	diana.newman@cityofls.net

Customer understands that the Base Subscription Fee for the Renewal Term of this Order Form is 30,000 which does not include any annualized fees for Workday Success Plan. These fees are incremental to the Base Subscription Fees in the associated Underlying Order Form(s). The Annual Renewal Subscription Fees in the Renewal section of the Underlying Order Form(s) are valid only if Customer's Base Subscription Fee plus all annualized fees for Workday Success Plans in any subsequent Order Form is equal to or greater than the total Base Subscription Fees from this Order Form, any Underlying Order Form(s), and any subsequent Order Form(s).

At the time of Renewal, Workday Success Plans fees will be calculated based on the greater of either the minimum fee or 20.0% of the annual fee of all eligible Renewal fees. This includes any Base Subscription Fee(s) in this Order form and the Base Subscription Fees in the Underlying Order Form(s).

**Non-Generally Available Functionality**

The Rate Card may include functionality that is not generally available. Such functionality is still in the design phase and in Workday's sole discretion is subject to change or removal at any time and may never be made available to Customer for use.

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced MSA, the Underlying Order Form(s), or related renewal Order Form in effect, and any Addendums and Exhibits attached hereto. Customer agrees that any active product SKUs not listed in the above Subscription Rights Table, but currently subscribed to by Customer are also subject to the applicable Product Line(s) and Product Terms rather than the Product Addenda attached to any other Order Form(s). This Order Form is the Signature Document and incorporates all documents linked and/or attached, **including the UMSA Amendment attached hereto**. Flex Credits are available only to customers on the Universal MSA. By utilizing any available Workday Agents or Platform Capabilities identified in the Rate Card, Customer agrees to the applicable Product Terms. Capitalized terms not defined herein shall have the same meaning as the Underlying Order Forms and MSA. An active HCM/FIN subscription is required for use of the Service applications listed herein. Customer may not withhold, reduce, or set-off fees owed under this Order Form. Notwithstanding anything to the contrary in the MSA, this Order Form or any other Ordering Document between the parties, Customer agrees that Workday may automatically generate and issue invoices periodically based on Customer's system activity. Workday and Customer agree that such automated records constitute a valid request for payment, and no signed Order Form shall be required to trigger Customer's payment obligation. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).



**IN WITNESS WHEREOF, this Order Form is entered into as of the Order Form Effective Date.**

**City of Lee's Summit**

**Workday, Inc.**

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Signature

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Signature

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Name

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Name

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Title

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Title

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Date Signed

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Date Signed



**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

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

Service	Product Line	Description
Workday Flex Credits	Product Line corresponds to the prerequisite SKUs applicable to the Agent and Platform Capabilities.	Flex Credits are pre-purchased credits redeemable across current and future offerings identified in the Rate Card.