



ORDER FORM #252740

Customer Name	City of San Mateo
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
Order Term	February 24, 2022 through February 23, 2032
Currency	USD
Total Training Fees	380,739

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	84,936
2	Due on first anniversary of the Order Term start date	32,867
3	Due on second anniversary of the Order Term start date	32,867
4	Due on third anniversary of the Order Term start date	32,867
5	Due on fourth anniversary of the Order Term start date	32,867
6	Due on fifth anniversary of the Order Term start date	32,867
7	Due on sixth anniversary of the Order Term start date	32,867
8	Due on seventh anniversary of the Order Term start date	32,867
9	Due on eighth anniversary of the Order Term start date	32,867
10	Due on ninth anniversary of the Order Term start date	32,867
	Total Payment Amount	380,739

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
AK	Adoption Kit	5,335	1	10	53,404
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	10	50,050
LODPAY10	Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	1	10	50,050
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	10	50,050
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	10	50,050
LODPLNTRN10	Learn On-Demand – Adaptive Planning - Administrator Training Kit 10 Initial Users	7,500	1	10	75,075
				Total Training Fees	328,679

SKU	Training Offering	Price Per Unit	Quantity	Total Training Fees
TC	Training Credits (prepaid)	685	76	52,060
			Total (TC) Training Fees	52,060

Customer Contact Information	Billing, In Care of
Contact Name	Rich Lee
Street Address City/Town, State/Province/Region Zip/Postal Code Country	330 W 20th Ave San Mateo, CA 94403 United States
Phone/Fax #	(650) 522-7102
Email (Required)	rlee@cityofsanmateo.org

This Order Form is subject to and governed by the MSA and Addendum A attached hereto. This Order Form will control over the terms of the MSA to the extent they conflict with or are not covered by the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

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

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

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

2. Training Credit Bulk Purchase Option. Under this Order Form, Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepaays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. If Customer elects to purchase training courses without using Training Credits, such purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 - 10	USD \$ 800
11 - 25	USD \$ 760
26 - 50	USD \$ 735
51 - 75	USD \$ 710
76 - 100	USD \$ 685
101 - 249	USD \$ 660
250+	USD \$ 620

3. Dedicated Training Terms. Customer may request to schedule Workday instructor-led training offerings as a dedicated training course provided only to Customer’s attendees (“**Dedicated Training**”). Dedicated Training is subject to Workday’s availability and approval and the additional terms in this Section. The minimum and maximum number of students for any Dedicated Training is thirteen (13) minimum and twenty (20) maximum. Fees for Dedicated Training will equal the number of attendees multiplied by the applicable per-attendee student price or Training Credit value of the training course as set forth in the Training Catalog. If Customer does not use Training Credits purchased prior to the Dedicated Training start date, Workday will invoice Customer for the training fees following the training. If Customer and Workday expressly agree in writing to deliver the Dedicated Training at Customer’s site, in addition to

the applicable fees or Training Credits for the Dedicated Training, Customer will reimburse Workday for the reasonable and actual travel living expenses incurred by the instructor(s) following the Dedicated Training. Any Customer request to cancel a Dedicated Training received less than fourteen (14) full calendar days from the scheduled start of the course is subject to a cancellation fee of 50% of the price of the course for thirteen (13) attendees as well as reimbursement for any non-refundable travel expenses incurred by the instructor(s).

4. Learn On-Demand Terms. The first Learn On-Demand ("LOD") SKU of each Library purchased by Customer is for ten (10) Named Users. Each "5 Additional Users" SKU is for five (5) additional Named Users for the stated Library. A "Library" is a bundle of specific, related training concepts. A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide LOD access to such individual. Workday shall assign each Named User a password granting the Named User access to the applicable LOD library. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the LOD content within the specified Library(ies) during the Order Term.

5. Adoption Kit Terms.

- (a) The Adoption Kit is just-in-time, customizable materials for common employee and manager tasks, in addition to a wide range of templates and assets to help customers successfully roll out Workday across their organization.
- (b) During the Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize, and create derivative works of the Adoption Kit provided as part of this Order Form solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's authorized end users in accordance with the MSA. Customer is solely responsible for the accuracy of any modifications or customizations of the Kit made by it. Workday reserves the right to add or remove content from individual Kit and add or remove entire Kit in the library.
- (c) Subject to Workday's underlying intellectual property rights in the Adoption Kits, the Service, and all other materials provided by Workday in connection herewith, Customer owns all right, title, and interest in and to the improvements and other materials that Customer is permitted hereunder to develop, make, or conceive, without the involvement or input of Workday personnel, that relate to the Adoption Kit ("**Customer Improvements**"). If Workday is involved in the input or development of a Customer Improvement, Workday owns all right, title, and interest in and to such Customer Improvement and Customer has a non-exclusive, royalty-free license to use such Customer Improvement solely for its internal business purposes. To the extent Customer discloses any portion of a Customer Improvement to Workday or others, except for any Customer Confidential Information included therein, Customer grants Workday a perpetual, irrevocable, non-exclusive, royalty-free license to use such Customer Improvement for any purpose whatsoever. In addition, Customer acknowledges that Workday may independently create and use material that is substantially similar to Customer Improvements. Customer shall reproduce all Workday proprietary rights notices and headings on any full or partial copies of Workday material provided as part of the Program, in the same manner in which such notices were set forth in the original. Workday reserves all rights not expressly granted hereunder, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly specified.

6. Learn On-Demand Administrator Training Kit. A Learn On-Demand Administrator Training Kit is a bundle of training courses covering related training concepts. The Customer will have access to designate up to the specified number of "Named Users". A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide access to such individual. Workday shall assign each Named User a password granting the Named User access to the

applicable content. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the content within the specified Kit during the Order Term.

7. Miscellaneous Training Terms. Workday training is for use by Customer employees and independent contractors only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. Customer will pay for all training courses taken under Customer's account (included courses not timely cancelled). Workday may utilize external systems for learning management, enrollment, course tracking, and to facilitate testing. Customer understands that any such system is not part of the Workday Service, although Workday's confidentiality obligations shall apply.