



**ORDER FORM #319918  
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")  
DELIVERY ASSURANCE (FIXED FEE)**

<b>Customer Name</b>	City of San Mateo (" <b>Customer</b> ")
<b>Workday Entity Name</b>	Workday, Inc. (" <b>Workday</b> ") 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>MSA Effective Date</b>	See MSA Executed Herewith
<b>Order Effective Date</b>	The later of the dates beneath the parties' signatures on the MSA Signature Document
<b>Order Term End Date</b>	September 16, 2023
<b>Currency</b>	USD
<b>Total Consulting Fees</b>	133,075.00

<b>Consulting Engagement Type</b>
<b>Delivery Assurance Checkpoints Reviews</b>
<b>Delivery Assurance Project Management Reviews</b>

<b>Product Components in Scope for Delivery Assurance</b>	Human Capital Management, Benefits, Compensation, Absence Management, Learning, Recruiting, Time Tracking, Payroll- US, Financial Accounting, Budgets, Business Assets, Customer Accounts, Expenses, Banking & Settlement, Grants Management, Procurement, Projects, Supplier Accounts, Financial Planning
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<b>Customer Contact Information</b>	<b>Billing Contact</b>
<b>Contact Name</b>	Rich Lee
<b>Street Address City/Town, State/Province/Region Zip/Postal Code Country</b>	330 W 20 <sup>th</sup> Ave San Mateo, California 94403 United States
<b>Phone/Fax #</b>	650-522-7102
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This Order Form (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 MSA (the ©2021 Workday (v21.01)



**“Agreement”**) 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 the Agreement, 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 the Agreement. 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 the Delivery Assurance Services without Customer's consent and at no additional cost to the Customer to the extent reasonably determined by Workday to be necessary or appropriate to perform the Delivery Assurance Services.

**Professional Services and Scope.** This Document describes the Workday's delivery assurance Professional Services 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.** This Document is for Workday's delivery assurance consulting services to be provided during the Order Term on a fixed fee basis. The fixed fee amount does not include related travel and expenses. The Total Consulting Fee as set forth above shall be invoiced upon execution of this Document. Expenses shall be invoiced on a monthly basis as incurred. Invoices are due in accordance with the Agreement. All remittance advice and invoice inquiries can be directed to [AccountsReceivable@Workday.com](mailto:AccountsReceivable@Workday.com).

**Termination.** Unless terminated in accordance with this Section, this Document automatically terminates upon the earlier of: (i) completion of the professional services provided hereunder, or (ii) the termination of the Agreement. Either party may terminate this Document for cause on the same terms as it may terminate the Agreement for cause. Upon receipt of any notice of termination, Workday shall immediately cease performance of all services and Customer shall pay Workday within thirty (30) days after the date of termination for all 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 Master Subscription Agreement or any Order Forms thereto.

## ADDENDUM A ADDITIONAL TERMS – DELIVERY ASSURANCE

### 1. General

As part of Workday's delivery assurance consulting services ("**Delivery Assurance**" or "**DA**"), one or more Workday DA reviewers (each, a "**DA Reviewer**") and other Workday consultants (with the DA Reviewer, collectively, the "**Workday DA Team**") shall validate that Customer's deployment of the Workday Service, as performed by a Workday service partner ("**Partner**"), adheres to the Workday deployment methodology and configuration standards. Unless otherwise defined herein, capitalized terms used in this Addendum have the same meaning as set forth in the Agreement.

### 2. Description of Delivery Assurance Service

#### 2.1 Configuration Checkpoint Reviews

a) Configure & Prototype Stage. This is the Workday DA Team's detailed review of the configuration of Customer's tenant that shall be used for end-to-end testing. The Workday DA Team shall review the configured application and document the findings for review by the Partner project consultant(s) and project manager responsible for Customer's deployment of the Workday Service (collectively, the "**Partner Deployment Team**"), as well as Customer. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) A Partner project consultant shall complete Workday's configuration review template corresponding to each functional DA area in scope for the project.

ii) The DA Reviewer shall review the configuration review template, complete the corresponding sections of the template, and provide feedback to the Partner project consultant.

iii) The Partner project consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process.

iv) A Partner project consultant shall discuss the checkpoint outcomes with the Customer and deliver the completed configuration review template to the Customer.

b) Deploy Stage. This is the Workday DA Team's detailed review of the configuration of the Customer pre-Production tenant before it is moved into Production. The Workday DA Team shall review the pre-Production tenant and document the findings for review by the Partner Deployment Team, as well as Customer. This review serves as a final pre-Production review of the tenant configuration. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) A Partner project consultant shall complete Workday's configuration review template corresponding to each functional DA area in scope for the project.

ii) The DA Reviewer shall review the configuration review template, complete the corresponding sections of the configuration review template, and provide feedback to the Partner project consultant.

iii) The Partner project consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process.

iv) The Partner project consultant shall discuss the checkpoint outcomes with the Customer and deliver the completed configuration review template to the Customer.

## 2.2 Workday Adaptive Planning Checkpoint Reviews.

a) Initiate Stage (Blueprint Review). The Partner Deployment Team shall create a blueprint document and requirement notes based on the Partner Deployment Team's requirements session for Workday Adaptive Planning. During the Blueprint Review, the Workday DA Team shall review the blueprint document and then meet with the Partner Deployment Team to align on best practice design and validate the design for the proposed blueprint model. This Blueprint Review shall include the following topics, as applicable: proposed structures, system access, model linking, best practice, size of data model, integration points, data flows, and/or reporting. After this alignment meeting, the Partner Deployment Team shall revise as discussed by the parties and provide it to Customer for approval.

b) Model & Validate Stage (Solution Design Review). The Workday DA Team shall conduct the Solution Design Review prior to the beginning of testing in order to analyze the configuration for best practices, maintainability, efficiency, and scale. The Workday DA Team, Partner project consultant, and Customer shall then meet to review the Solution Design Review results. The review shall include the examination of configurations against the blueprint document, including structures, security access, planning models, model mapping, data integrations, and reports. The Workday DA Team and Partner project consultant shall utilize proprietary tools in the performance of this review wherever necessary.

c) Model & Validate Stage (Model Review). The Workday DA Team shall review the Workday Adaptive Planning model after Customer has completed end-to-end testing and any revisions have been completed by the Partner project consultant. During the Model Review, the Workday DA Team shall conduct a final in-depth review of material aspects covered in the preceding Solution Design Review to agree the model is ready for Production, including a review of best practices, maintainability, efficiency, and scale prior to the commencement of deployment. The Workday DA Team shall meet with the Partner project consultant to validate the build follows the design and minimizes performance risks while adhering to best practices.

## 2.3 Integration Checkpoint Reviews. Only integrations that are within the scope of the DA that are built for the Customer by the Partner (each a "**Partner-Built Integration**") or by Workday (each a "**Workday-Built Integration**") qualify for the following Delivery Assurance reviews by the Workday DA Team.

a) Architect Stage (Approach Review). For all Partner-Built Integrations and Workday-Built Integrations in scope, the Workday DA Team shall review the approach to building the integration. The Workday DA Team's review of the integration approach occurs during the architect stage of the project to validate that the integration is architected with best practices in mind. The Workday DA Team shall then meet with Customer and the Partner Deployment Team to discuss the integration approach. The Workday DA Team's review of the integration approach includes activities such as reviewing the integration approach for functional use cases, data mapping, performance, and scalability. The Workday DA Team's review is performed prior to the build Stage, although prototyping may occur during the architect stage. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) The Partner project consultant shall identify all Partner-Built Integrations and Workday-Built Integrations that are in scope and log each integration in Workday's project tracking system for review by the DA Reviewer.

ii) A Partner project consultant shall complete Workday's integration review template for integrations in scope of the project.

iii) The DA Reviewer shall review the integration review template, complete the corresponding sections of the template, and provide feedback to the Partner project consultant.

iv) The Partner project consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process.

v) The Partner project consultant and DA Reviewer shall discuss the checkpoint outcomes with the Customer, and the Partner project consultant shall deliver the completed integration review template to the Customer.

b) **Test Stage.** For Partner-Built Integrations and Workday-Built Integrations, the Workday DA Team shall review all Partner-Built Integrations and Workday-Built Integrations in scope. The integration compliance (build) review occurs early in the test stage of the project to validate that any concerns identified during the review can be remedied and tested prior to moving the integrations into Production. The integration compliance (build) review is a diagnostic review of integrations in scope and includes the review of important configuration components that have been highlighted through Workday's deployment experience. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.

i) A Partner project consultant shall identify all Partner-Built Integrations and Workday-Built Integrations that are in scope and log the integrations in Workday's project tracking system for review by Workday's centralized Delivery Assurance Support Team.

ii) The Partner project consultant shall complete Workday's integration review template.

iii) The Delivery Assurance Support Team shall review and document comments in the integration review template and update the status in Workday's project tracking system as the Partner project consultant works to resolve any issues, until the checkpoint status is marked complete by the Delivery Assurance Support Team.

iv) The Partner project consultant shall discuss the checkpoint outcomes with the Customer, and the Partner project consultant shall deliver the completed integration review template to the Customer.

**2.4 Authentication Checkpoint Review.** Only if an authentication compliance review has not previously been conducted for the Customer and integrations are in scope for the deployment.

a) **Test Stage.** The Workday DA Team shall review the authentication configuration. The authentication compliance review occurs early in the test stage of the project to validate that any concerns identified during the review can be remedied and tested prior to moving to Production. The authentication compliance review is a diagnostic review of the authentication in scope and includes the review of important configuration components that impact authentication. The Workday DA Team shall utilize proprietary tools in the performance of this review wherever possible.

i) The Partner project consultant shall complete Workday's authentication review template.

ii) Workday's centralized Delivery Assurance Support Team shall review and document comments in the authentication review template and update the status in Workday's project tracking system accordingly as the Partner project consultant works to resolve any issues, until the checkpoint status is marked complete by the Delivery Assurance Support Team.

iii) The Partner project consultant shall discuss the checkpoint outcomes with the Customer, and the Partner project consultant shall deliver the completed authentication review template to the Customer.

**2.5 Reporting Checkpoint Review.**

a) Test Stage. The Workday DA Team reviews the structure of custom reports that shall be regularly used on a post-Production basis. The reporting compliance review occurs during the test stage of the project to validate that any concerns identified during the review can be remedied and tested prior to moving to Production. The reporting compliance review is a diagnostic review of the custom reports in scope and includes the review of important structural and performance considerations that have been highlighted through Workday's deployment history. The Workday DA Team shall utilize proprietary tools in the performance of this review wherever possible.

i) The Partner project consultant shall complete the reporting review template.

ii) Workday's centralized Delivery Assurance Support Team shall review and document comments in the reporting review template and update the status in Workday's project tracking system accordingly as the Partner Project consultant works to resolve any issues, until the checkpoint status is marked complete by the Delivery Assurance Support Team.

iii) The Partner project consultant shall discuss the checkpoint outcomes with the Customer, and the Partner project consultant shall deliver the completed reporting review template to the Customer.

## 2.6 Delivery Assurance Project Management Reviews.

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

i) Workday's Project Initiation Checkpoint is a detailed review for adherence to the Workday deployment methodology, an achievable schedule, and appropriate resourcing based upon scope and schedule.

A. The Partner project manager shall complete and provide copies of Workday's project initiation template, and of Partner's Project Plan, tenant management plan and scope document.

B. The Partner project manager shall attach the documents to Workday's project tracking system and update the Delivery Assurance checkpoint status.

C. The Workday Delivery Assurance Manager shall review the documents in detail and shall complete the Delivery Assurance process.

D. The Workday Delivery Assurance Manager shall provide feedback on the review of schedule, resources, scope and risk and deliver the completed document to the Partner project manager and Customer.

ii) The Cutover Plan review is a detailed review of the cutover plan and associated activities. This review shall help confirm that all important areas have been addressed to support a successful cutover to production and roll out of the Customer's deployment of the Workday Service in Production.

A. The Partner project manager shall complete the Cutover Plan including timeline of activities, tenant information, roles and responsibilities, logistics, and communications. The Partner project manager shall develop the Cutover Plan in conjunction with the Customer's project team.

B. The Partner project manager shall attach the documents to the Workday project tracking system and update the Delivery Assurance checkpoint status.



- C. The Workday Delivery Assurance Manager shall review the documents and complete the Delivery Assurance process.
- D. The Workday Delivery Assurance Manager shall provide feedback to the Partner project manager, who shall deliver the completed document to the Customer.
- b) Periodic check-in calls. Workday's Delivery Assurance Manager shall conduct scheduled calls with the Partner Deployment Team and the Customer to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.
- c) Deployment Readiness Reviews.
  - i) The Partner project manager and Customer shall complete Workday's deployment readiness review checklist toward the end of each of the five deployment stages in the Workday deployment methodology.
  - ii) The Workday Delivery Assurance Manager shall review and comment on the deployment readiness review checklist and provide recommendations based upon to the Workday deployment methodology.
  - iii) The Workday Delivery Assurance Manager shall discuss the checkpoint outcomes with the Partner project manager and Customer and deliver the completed deployment readiness review checklist to the Customer after each deployment stage.
- d) Other Activities. Workday's Delivery Assurance Manager shall participate steering committee meetings and additional project related activities, such as project status meetings, as needed.

### 3. Conditions

- 3.1 The parties understand and agree that the reviews and other services provided under this Document shall be performed 100% offsite, unless expressly agreed by the parties in writing. Any onsite work shall be pre-agreed to by both parties in writing.
- 3.2 Customer is responsible for the timely coordination of its internal resources as necessary. 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 Workday may use Workday certified subcontractors to perform some or all of the services performed hereunder.

### 4. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information provided or developed by Workday in the course of performing the activities contemplated by this Document, including without limitation conducting the reviews and providing guidance, 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 Order Form is for professional services rather than the Workday Service. Accordingly, the warranties and related remedies in the MSA regarding the Workday Service are inapplicable. Instead, Workday warrants that it shall perform its obligations set forth in this Order Form 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 service. 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 Order Form. 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 ORDER FORM.