

MAIN SUBSCRIPTION AGREEMENT**SIGNATURE DOCUMENT**

Documents	Agreement Number
Main Subscription Agreement (v22.12)	Agreement #: 00459606.0
Subscription Order Form	Order Form #: 00418293.0
Subscription Order Form - Rising Passes	Order Form #: 00476026.0
Training Order Form	Order Form #: 00473391.0

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.

The City of Corona 400 S. Vicentia Ave Corona, CA, 92882	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Signature	Signature  <small>Marina Chinn (Oct 28, 2024 15:56 PDT)</small>
Name Jacob Ellis	Name Marina Chinn
Title City Manager	Title VP, Sales and Marketing Finance
Date Signed	Date Signed Oct 28, 2024
Approved by: Name: Sylvia Edwards Title: City Clerk sylvia.edwards@coronaca.gov	Approved as to Legal Form by:  <small>Joshua Soreth-Harman (Oct 28, 2024 18:44 EDT)</small>



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 Corona, The City of Corona ("**Customer**"), with offices at 400 S. Vicentia Ave, Corona, CA, 92882 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 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 10.11 "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 thirty (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 thirty (30) days written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the

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Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

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 its 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 shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement or with the other party's prior written permission.

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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.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in the applicable public records law(s), and provides reasonable assistance, at the other party's cost, if the other party 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 a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the party who owns the Confidential Information 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 a party prior to its disclosure by the other party without breach of any obligation between the parties; (iii) was independently developed by a party without breach of any obligation between the parties; or (iv) is received 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". 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. 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 forty-eight (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 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

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for Related Services may have warranties specific to those Related Services.

6.2 Warranty Remedies. In the event of a breach of the warranty 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 thirty (30) days of the first date the deficiency is identified by Customer, or, in the case of a Related Service, no later than thirty (30) days after delivery of such Related Service. Customer's failure to notify Workday within such thirty (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 thirty (30) day period. Notice of breaches of the warranty in Section 6.1(i), (ii), or (iii) 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 RESERVED

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.

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.

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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 TWELVE (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 TWELVE (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 TWENTY-FOUR (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 CLASSIFICATION OF CERTAIN 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 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 to the extent 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 to the extent 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 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 thirty (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

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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 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.

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 section 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, Termination for Non-Appropriation pursuant to Section 9.8, 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 three (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 twelve-month period plus, only if this Agreement was not terminated by Customer for cause, an additional five percent (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.

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 sixty (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 sixty (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.

9.8 Termination for Non-Appropriation. Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. 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 appropriations sufficient to cover Customer’s obligations under the Agreement; (b) Customer agrees to use all reasonable

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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.

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. Workday shall provide to Customer endorsements evidencing the additional insured coverage and the waiver of subrogation required by this subsection.

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.

- (d) 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.
- (e) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). 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.

Upon Customer's request, Workday agrees to deliver to Customer certificates of insurance evidencing the coverage specified in this section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. 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

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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 fifteen (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 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 internal laws of the State of California, 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 Workday SLA Service Credits. If, in any rolling six-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 six 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

MAIN SUBSCRIPTION AGREEMENT

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.

10.12 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. 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. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract. 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.

10.13 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 five (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.

10.14 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.

10.15 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. 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.

10.16 Special Access by Law Enforcement and for Oversight. Customer is a public sector entity subject to oversight by other public sector entities and potentially by the federal government. The parties agree that to the extent that law enforcement officials or entities with appropriate oversight authority request access to the Service for the purpose of viewing or retrieving Customer Data or confirming how Customer processes Customer Data, Customer may grant such access either by permitting

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representatives of such entities to observe Customer's use of the Service or by granting such representatives temporary status as an Authorized Party. Customer shall ensure any individuals to whom observation or temporary Authorized Party status is provided, have entered into a Confidentiality Agreement at least as restrictive as the provisions in Section 4 of the Agreement.

10.17 Audit Financial Billing. During the Term of this Agreement but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third-party auditor (or federal or state department auditor having monitoring or reviewing authority over Customer), for examination those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall be subject to examination and/or audit to the extent set forth in law and shall comply with all program and fiscal reporting requirements set forth by law as described more fully in the Data Processing Exhibit. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges for at least five (5) years after such charges are invoiced. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is least disruptive to Workday's business operations. Such right shall not extend to or require on-site audits of Workday's operations or third-party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.

10.18 California Labor Code Requirements. Workday is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Workday agrees to fully comply with such Prevailing Wage Laws, if applicable. Workday shall defend, indemnify and hold Customer, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon Workday and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors for work performed in California.

10.19 Verification of Employment Eligibility. By executing this Agreement, Workday verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

10.20 Equal Opportunity Employment. Workday represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of, as applicable under the law of the jurisdiction where employment occurs, race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

10.21 Prohibited Interests. Workday represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Workday, to solicit or secure the Agreement. Further, Workday represents that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Workday, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, Customer shall have the right to rescind the Agreement without further liability. Upon Customer's request, Workday will include the following statement on Order Forms that are not executed contemporaneously with this Agreement, "Workday represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Workday, to solicit or secure this Order Form. Further, Workday represents that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Workday, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Order Form."

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).

MAIN SUBSCRIPTION AGREEMENT

"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 in writing by the disclosing party as "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.

"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



MAIN SUBSCRIPTION AGREEMENT

Service Fee on that Order Form, such as FSE Worker or FTE Student.

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“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.

“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.

“Term” has the meaning set forth in Section 9.1.



Workday Universal Data Processing Exhibit Frequently Asked Questions

Protecting our customers' personal data is one of Workday's highest priorities and is integral to the success of our business. These FAQs provide information to assist customers when (1) selecting Workday as an enterprise cloud provider to process their workers' personal data and (2) reviewing Workday's Universal Data Processing Exhibit.

These FAQs do not form part of the contract and are for informational purposes only.

What is Workday's role?

Workday acts as a processor or service provider for the personal data our customers submit electronically into our enterprise cloud applications or, where applicable, submit to Workday for implementation and consulting services ("Personal Data"). As such, Workday processes Personal Data on behalf of and according to our customers' instructions who are the controllers (or businesses).

Does Workday make available a data processing agreement?

Workday offers a comprehensive Universal Data Processing Exhibit ("DPE") that operates seamlessly as part of Workday's MSA to provide robust contractual terms for Workday's processing of Personal Data.

The DPE supports Workday's one-to-many service delivery model and our underlying technical and operational processes, such as our certifications, the performance of audits and our use of subprocessors.

Will Workday's DPE work for companies operating globally?

Workday has customers around the globe, so we offer our customers industry-leading data processing terms that address data protection requirements around the globe. Our DPE incorporates the core privacy principles that underlie many international data protection laws.

Traditionally, European data protection laws have been among the world's strictest. To provide our global customers with a robust framework, we have used the strict GDPR requirements as the baseline for our DPE. As new laws take effect, including comprehensive state privacy laws in the United States, we adjust as necessary to ensure continued compliance with data protection laws.

Does Workday comply with data protection laws?

Workday complies with all data protection laws directly applicable to Workday.

Nevertheless, it is our customers' responsibility to determine whether it is appropriate for them to use our enterprise cloud applications to process their Personal Data in light of the specific laws and regulations to which they are subject. It is also our customers' responsibility to configure and use our enterprise cloud applications in a manner consistent with their legal and regulatory obligations.

How does the CCPA apply to Workday's enterprise services?

To the extent the CCPA applies to Workday's enterprise services, Workday acts as a service provider, which is defined by the CCPA as an entity that processes information on behalf of a business. Workday's customers act as the business, which the CCPA defines as an entity that determines the purposes and means of the processing of consumers' personal information. (These concepts are similar to the data processor and data controller roles under the EU's General Data Protection Regulation.)

Under the CCPA, a service provider processes personal information provided by a business for a business purpose pursuant to a written contract, provided that the contract prohibits the entity receiving the information from retaining, using, or disclosing personal information for any purpose other than for the specific purpose of performing the services specified in the contract for the business. Workday's standard subscription agreement and data protection terms with our customers provide that we can process our customers' data only to provide the services they've contracted for.



Workday Universal Data Processing Exhibit Frequently Asked Questions

Subprocessors

Does Workday use subprocessors?

Workday uses subprocessors to provide the Covered Services. Any subprocessor that Workday engages to process our customers' Personal Data undergoes a thorough information security and data protection due diligence review and agrees to abide by data protection terms no less protective than the DPE.

Which subprocessors is Workday using?

Workday's subprocessor list can be accessed through the Workday website at <https://www.workday.com/en-us/legal/subprocessors.html>.

How does Workday inform our customers about new subprocessors?

Workday will update the subprocessor list at least thirty days prior to authorizing a new subprocessor to process Personal Data. Customers can subscribe to receiving email notifications for each Covered Service by signing up [here](#). Our customers are responsible for ensuring that the individuals in their organization who need to be notified about new subprocessors (e.g., their Privacy Team or Data Protection Officer) subscribe to the relevant Covered Service email updates and monitor their email accounts.

Can customers object to Workday's use of a new subprocessor?

Where required by law, Workday's customers can object to Workday's use of a new subprocessor on reasonable grounds relating to data protection. If Workday decides to retain a subprocessor to which a customer has objected, then the customer has the option to terminate the affected Covered Service.

For International Data Transfers

Is Personal Data transferred outside of Europe in connection with Workday enterprise cloud applications?

In order to provide its enterprise cloud applications, Workday may use subprocessors (both Workday affiliates and third parties) located outside the European Economic Area ("EEA"), the United Kingdom ("UK") and Switzerland (together, "Europe"). For example, Workday provides 24/7 follow-the-sun support which necessarily means a degree of processing data in multiple time zones. For the purpose of international transfers, Workday Limited (our European headquarters in Ireland) is the "data exporter" under the GDPR and our customers are not transferring personal data outside of Europe.

How does Workday protect Personal Data transferred outside of Europe?

Workday uses the following data transfer mechanisms to legitimize transfers of Personal Data outside of Europe to meet its compliance duties:

Adequacy Decisions

The European Commission [recognizes certain countries](#) around the world as offering an adequate level of protection for personal data. The UK and Switzerland recognize the same countries. Workday relies on adequacy decisions in relation to transfers of Personal Data to New Zealand, Switzerland or the UK.

Binding Corporate Rules

Workday is one of the few companies worldwide to have an approved set of Processor Binding Corporate Rules (or "BCRs"). BCRs are a set of internal data protection policies that govern personal data processing within a multinational group. Under its BCRs, Workday can share the Personal Data it processes on behalf of its customers within its group in compliance with EU data protection laws. A list of enterprise cloud applications covered by the BCRs is provided in Addendum B of the DPE. The BCRs are accessible on Workday's website at <https://www.workday.com/en-us/why-workday/security-trust.html>.

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Workday Universal Data Processing Exhibit – Customer



Workday Universal Data Processing Exhibit Frequently Asked Questions

Standard Contractual Clauses

Workday offers the European Commission's Standard Contractual Clauses (Commission Implementing Decision 2021/914 of 4 June 2021) ("SCCs"). The new SCCs were introduced in June 2021 to incorporate additional protections for transferred data.

The UK's Information Commissioner Office has validated the European Commission's SCCs as an equal alternative to the UK only international data transfer agreement ("UK IDTA"). This simplifies the position for businesses with UK data. For consistency across our customer base, we implement the SCCs via the ICO's "UK Addendum" as opposed to the UK IDTA within Workday's IGDTPA.

Switzerland has recognized the SCCs as the basis for personal data transfers to a country without an adequate level of data protection, provided that the necessary adaptations and amendments are made for use under Swiss data protection legislation (as set out below).

Does Workday's DPE cover professional services delivered by Workday?

Yes, Workday's DPE covers consulting and professional services delivered by Workday.

General Data Protection Regulation

What is the General Data Protection Regulation?

The General Data Protection Regulation (the "EU GDPR") is a European data protection law that took effect on May 25, 2018. The EU GDPR sets a global standard for data protection compliance by implementing strict requirements on how organizations handle and protect personal data. Following Brexit, section 3 of the European Union (Withdrawal) Act 2018 brought the EU GDPR into UK law (the "UK GDPR"). For the purpose of our relationship with our customers, at this time, they do not differ in substance, so we refer to both laws collectively as "GDPR."

We are committed to supporting our customers' journey to compliance with the GDPR when they use Workday's enterprise cloud applications.

How does Workday assist our customers in fulfilling their obligations to respond to data subject requests under Chapter III of the GDPR?

Workday offers a suite of configurable features to help customers respond to their workers' requests to access, correct, delete or restrict the processing of their Personal Data and comply with data portability requests under the GDPR.

What technical and organizational measures has Workday implemented to protect Personal Data?

Workday has implemented robust technical and organizational measures designed to protect our customers' Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

However, data security is a shared responsibility. Our customers are responsible for implementing and maintaining privacy protections and security measures for components of the Workday enterprise cloud applications that they control.

Workday is certified to various industry standards such as ISO 27001, 27017, and 27018. See Workday's SOC 2 reports for more information on our technical and organizational measures.

Furthermore, Workday adheres to the [EU Cloud Code of Conduct](https://eucoc.cloud/en/public-register/list-of-adherent-services/) (EUCoC) which provides independent third-party verification of Workday's technical and organizational measures. According to Article 28 (5) of the EU GDPR, adherence to a Code of Conduct can be used to demonstrate that sufficient guarantees have been made to implement appropriate technical and organizational measures as a data processor. Workday's adherence report can be accessed at <https://eucoc.cloud/en/public-register/list-of-adherent-services/>.

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Workday Universal Data Processing Exhibit – Customer



Workday Universal Data Processing Exhibit Frequently Asked Questions

How does Workday assist our customers fulfilling their obligation to notify personal data breaches?

Under the GDPR, our customers, as controllers, must notify the competent data protection supervisory authority without undue delay and, where feasible, not later than 72 hours after becoming aware of a personal data breach, unless the breach is unlikely to result in a risk to the rights and freedoms of natural persons.

Workday maintains incident response policies and plans, including a security incident policy, an incident response plan and a breach disclosure plan. If Workday becomes aware of a personal data breach affecting our customers' Personal Data, Workday will notify our customers without undue delay and assist our customers to meet their personal data breach notification obligations by providing the relevant information regarding the personal data breach.

How does Workday assist our customers with the GDPR requirements to conduct data protection impact assessments and prior consultations in relation to their use of a Workday enterprise cloud application?

To help identify risks to individuals' rights, Article 35 of the GDPR requires controllers to carry out a Data Protection Impact Assessment ("DPIA") if a specific processing activity is likely to result in a "high risk" to the rights and freedoms of an individual.

Where customers require additional information from Workday to carry out a DPIA in relation to their use of our enterprise cloud applications, they can rely on the information in Workday's application audit reports and certifications. In addition, our customers can request Workday's assistance under our optional, fee-based Customer Audit Program.

Does Workday's DPE meet the GDPR requirements for a data processing agreement?

Workday's DPE addresses the specific data processing agreement requirements laid out in Article 28 of the GDPR. The quick reference checklist below identifies each of the specific requirements of Article 28 GDPR and matches them against the relevant sections of Workday's DPE.

	GDPR Requirement	Relevant Section in DPE
Art. 28 (3)	Subject-matter and duration of the processing, the nature and purpose of the processing.	Sec. 11.1
Art. 28 (3)	Type of personal data and categories of data subjects .	Sec. 11.1
Art. 28 (3) (a)	Processor processes the personal data only on documented instructions from the controller.	Sec. 2.2
Art. 28 (3) (b)	Persons authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.	Sec. 5
Art. 28 (3) (c)	Processor has taken all measures required pursuant to Article 32 (Security of Processing).	Sec. 7
Art. 28 (3) (d)	Processor respects the conditions referred to in paragraph 2 and 4 for engaging another processor .	Sec. 3

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Workday Universal Data Processing Exhibit Frequently Asked Questions

Art. 28 (3) (e)	Processor assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights .	Sec. 4
Art. 28 (3) (f)	Processor assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36 .	
	Article 32 (Security of processing)	Sec. 7
	Article 33 (Notification of a personal data breach to the supervisory authority) Article 34 (Communication of a personal data breach to the data subject)	Sec. 6
	Article 35 (Data protection impact assessment) Article 36 (Prior consultation)	Sec. 11.2
Art. 28 (3) (g)	Processor will, at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services.	Sec. 9
Art. 28 (3) (h)	Processor makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits , including inspections, conducted by the controller or another auditor mandated by the controller.	Sec. 8



UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit is an exhibit to the Agreement between Workday and Customer and sets forth the obligations of the parties regarding the Processing of Personal Data pursuant to such Agreement.

1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given within the applicable Agreement and/or exhibits thereto.

“Agreement” means the MSA, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

“CCPA” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

“Covered Data” means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

“Covered Service” means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or, (ii) any Professional Services.

“Customer Audit Program” means Workday’s optional, fee-based customer audit program as described in the Customer Audit Program Order Form for Covered Services.

“Data Controller” or **“Controller”** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“DPE” means this Universal Data Processing Exhibit including any appendices, annexures or documents incorporated by reference.

“Data Processor” or **“Processor”** means the entity which Processes Personal Data on behalf of the Data Controller, including as applicable any “service provider” as that term is defined by the CCPA.

“Data Protection Laws” means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, including without limitation the GDPR, and implementations of the GDPR into national law, and CCPA, in each case as may be amended or superseded from time to time.

“Data Subject” means the person to whom the Personal Data relates.

“Europe” or **“European”** means the European Economic Area (“**EEA**”), the United Kingdom (“**UK**”), and Switzerland.

“GDPR” means either or both the (i) General Data Protection Regulation (EU) 2016/679 (“**EU GDPR**”), and (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”) as the context may require.

“Personal Data” means any Covered Data that relates to an identified or identifiable natural person.

“Personal Data Breach” means (i) a ‘personal data breach’ as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

“Processing” or **“Process”** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“Professional Services” means the professional or consulting services provided to Customer under a Professional Services Agreement.

“Professional Services Agreement” means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.



UNIVERSAL DATA PROCESSING EXHIBIT

“**Professional Services Data**” means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into a Service, or Covered Data accessed within or extracted from the Customer’s tenant or instance to perform the Professional Services.

“**Restricted Country**” means: (i) where the EU GDPR applies, a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a country outside the UK which is not based on adequacy regulations pursuant to Section 17A of the UK Data Protection Act 2018 as amended or replaced (“UK DPA”); and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 as amended or replaced (“Swiss FADP”) applies, a country outside Switzerland which has not been recognized to provide an adequate level of protection by the Federal Data Protection and Information Commissioner.

“**Restricted Transfer**” means: (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a Restricted Country; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a Restricted Country; and (iii) where the Swiss FADP applies, a transfer of Personal Data from Switzerland to a Restricted Country.

“**SCCs**” means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (“**EU SCCs**”); and (ii) where the UK GDPR applies, the “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses” issued by the Information Commissioner under s.119A(1) of the UK DPA (“**UK Addendum**”).

“**Subprocessor**” means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

“**Subprocessor List**” means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data, accessible through Workday’s website (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>).

“**Workday BCRs**” or “**BCRs**” means Workday’s Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday’s website (currently located at <https://www.workday.com/en-us/why-workday/security-trust.html>).

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer is the Data Controller and Workday is the Data Processor, except when Customer acts as a Data Processor of Personal Data, in which case Workday is a subprocessor.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer’s documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE) and as further specified via Customer’s use of the Covered Service. Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE. To the extent the CCPA applies to Personal Data, Workday will not (i) Sell Personal Data, nor (ii) retain, use or disclose Personal Data for any purpose other than to provide the Covered Services in accordance with the Agreement. The Term “Sell” shall have the meaning set forth in the CCPA.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Workday to carry out lawfully the Processing contemplated by this DPE. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.

3. Subprocessors

3.1 Use of Subprocessors. Customer hereby agrees and provides a general authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure



UNIVERSAL DATA PROCESSING EXHIBIT

that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This Section 3.3 shall apply only where and to the extent that Customer is established within Europe or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

4. Data Subject Rights

4.1 Assistance with Data Subject Requests. Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Data Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

4.2 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

5. Workday Personnel

Workday shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which survive their termination of employment.

6. Personal Data Breach

If Workday becomes aware of a Personal Data Breach, it shall without undue delay notify Customer in accordance with the Security Breach provisions of the MSA. Workday shall take appropriate measures to address and mitigate the adverse effects of the Personal Data Breach. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

7. Security of Processing

Workday shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as described in the Universal Security Exhibit.

UNIVERSAL DATA PROCESSING EXHIBIT

8. Audit

Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. If Customer requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

9. Return and Deletion of Personal Data

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

10. Transfers of European Personal Data

10.1 Transfer Safeguards. The transfer safeguards listed below shall apply to all Restricted Transfers.

10.2 BCRs. For the Covered Services identified in Addendum B, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer Affiliate established in the EEA. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

10.3 Processor-to-Processor SCCs. Where Workday is located within Europe, Workday has implemented and complies with the SCCs for any Restricted Transfers of Personal Data from Workday (as "data exporter") to Subprocessors (as "data importers").

10.4 Controller-to-Processor SCCs. Where Workday is located in a Restricted Country, the SCCs will apply to any Restricted Transfers from Customer (as "data exporter") to Workday (as "data importer") as follows:

10.4.1 EU Personal Data. In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply completed as follows:

(i) Module 2 applies unless the Customer is a Processor in which case Module 3 applies;

(ii) in Clause 7, the optional docking clause will not apply;

(iii) in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be in accordance with the notification process set out in Section 3.2 of this DPE;

(iv) in Clause 11, the optional redress language will not apply;

(v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law specified in the MSA, provided that law is an EEA Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;

(vi) in Clause 18(b), disputes shall be resolved before the courts specified in the MSA, provided these courts are located in an EEA Member State, otherwise those courts shall be the courts of Ireland;

(vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this DPE; and

(viii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to this DPE.

10.4.2 UK Personal Data. In relation to Personal Data protected by the UK GDPR ("UK Personal Data"), the UK Addendum will apply as follows:

(i) the EU SCCs, completed as set out in Section 10.4.1 above, shall also apply to transfers of UK Personal Data;



UNIVERSAL DATA PROCESSING EXHIBIT

(ii) the UK Addendum shall be deemed executed (and incorporated by this reference) between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by Part 2 (Mandatory Clauses) of the UK Addendum in respect of the transfer of UK Personal Data;

(iii) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from within this DPE and the EU SCCs, completed as set out in Section 10.4.1 above;

(iv) the start date of the UK Addendum (as set out in Table 1) shall be the effective date of this DPE; and

(v) Table 4 of the UK Addendum shall be deemed completed “neither party”.

10.4.3 Swiss Personal Data. In relation to Personal Data protected by the Swiss FADP, the EU SCCs will apply amended and adapted as follows:

(i) the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;

(ii) the term "member state" must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and

(iii) references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

10.4.4 Clarifications. The SCCs will be subject to the following clarifications:

(i) Workday will allow Customer to conduct audits as described in the SCCs in accordance with Section 8 of this DPE.

(ii) Customer consents to Workday appointing Subprocessors in accordance with Section 3 of this DPE, and Customer may exercise its right to object to Subprocessors under the SCCs in the manner set out in Section 3.

(iii) Workday shall return and delete Customer's data in accordance with Section 9 of this DPE.

(iv) Customer agrees that any assistance that Workday provides to Customer under the SCCs shall be provided through the Customer Audit Program.

(v) Nothing in this Section 10.4 of this DPE varies or modifies the SCCs nor affects any supervisory authority's or Data Subject's rights under the SCCs. If any provision of this DPE contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.

11. Additional European Terms

11.1 Description of Processing. The agreed subject-matter, the nature, purpose and duration of data processing, the types of Personal Data and categories of Data Subjects are set forth in Addendum A to this DPE.

11.2 Data Protection Impact Assessments (“DPIA(s)”) and Prior Consultations. Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO certifications will be used to carry out Customer's DPIAs and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under GDPR Article 35 and 36 to carry out a DPIA and prior consultation with the competent supervisory authority related to Customer's use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide such assistance to Customer through the Customer Audit Program.

12. General Provisions

12.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to enter into this DPE and any SCCs entered into under this DPE, issue instructions, and make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.



UNIVERSAL DATA PROCESSING EXHIBIT

12.2 Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.

12.3 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, if inconsistencies between the provisions of this DPE and the Agreement arise, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

12.4 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

12.5 Remedies. Customer's remedies (including those of its Affiliates) with respect to any breach by Workday, its Affiliates and Subprocessors of the applicable terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement.

12.6 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.



UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM A

Description of Processing

ANNEX I

A. LIST OF PARTIES

Data exporter

Data exporter: Customer

Contact details: The individuals designated as named contacts by Customer in Customer's account

Relevant activities: Use of Workday's enterprise cloud applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data exporter role: The data exporter's role is set forth in the DPE.

Data importer

Data importer: Workday

Contact details: Workday Privacy Team, legal@workday.com

Relevant activities: Provide and support enterprise cloud applications, including human resource and financial management.

Signature and Date: By entering into the Agreement, data importer is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data importer role: Processor

UNIVERSAL DATA PROCESSING EXHIBIT

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

1. Customer's job applicants, candidates, current and former employees and other workers, as well as related persons.
2. Employees or contact persons of Customer's prospects, customers, business partners and suppliers.

Categories of personal data transferred

Customer determines the categories of personal data processed within Covered Services subscribed to. Typically, the transferred personal data will include the categories of data identified below:

1. **Applicants, employees and other workers:** Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; date of birth and birth place; gender; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; training and development information; award information; membership information.
2. **Related persons:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information.
3. **Prospects, customers, business partners and suppliers:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company.
4. **Learners:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; instant messenger; work email address); business title; company; enrollment information, including completion of courses, exam results and feedback provided.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Unless otherwise agreed, the transferred Personal Data may comprise special categories of personal data, such as ethnicity, religious beliefs, trade union membership information and health data (employee sick leave, disability information). Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Workday has implemented the technical and organizational measures as described in Annex II, including specialized training of staff and system access logs, to ensure an appropriate level of protection for such sensitive data.

Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Transfers will be made on a continuous basis.



UNIVERSAL DATA PROCESSING EXHIBIT

Nature of the processing

Workday acts as a processor for the Personal Data Customer submits electronically into Workday's enterprise cloud applications or provides to Workday in connection with a Professional Services engagement.

1. Processing Personal Data to set up, operate, maintain and support the enterprise cloud applications
2. Storage of Personal Data in secure data centers
3. Provision of Professional Services

Purpose(s) of the data transfer and further processing

Provide and support enterprise cloud applications, including human resource and financial management.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal data will be retained for the duration of the Agreement in accordance with DPE Section 12.2t.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter and duration of the processing is outlined above within this Annex. The nature of the specific sub-processing services are further particularized within the Subprocessor List (currently located at: <https://www.workday.com/en-us/legal/subprocessors.html>).

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

The competent supervisory authority determined in accordance with Clause 13 of the EU SCCs unless required otherwise by DPE Sections 10.4.2 (UK Personal Data) and 10.4.3 (Swiss Personal Data).



UNIVERSAL DATA PROCESSING EXHIBIT

ANNEX II

Technical and Organizational Measures

The technical and organizational measures set forth in the Security Exhibit have been implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.



UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM B

BCR Covered Services

Covered Service	Applicable SKU Names
HCM/FIN/ANALYTICS	Human Capital Management, Cloud Connect for Benefits, Workday Payroll, Cloud Connect for Third Party Payroll, Time Tracking, Recruiting, Learning (excluding Media Cloud), Learning for Extended Enterprise, Core Financials, Expenses, Procurement, Inventory, Grants Management, Projects, Projects Billing, Workday Prism Analytics and Student
Workday Adaptive Planning	Workday Adaptive Planning SKUs, such as Planning & Analytics, Workforce Planning, Financial Planning, Sales Planning, Operational Planning, however defined in the applicable order form.
Workday Extend	Workday Cloud Platform



UNIVERSAL SECURITY EXHIBIT

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. Mandatory employee security awareness and training programs, which include:
 - a) Training on how to implement and comply with its information security program; and
 - b) Promoting a culture of security awareness.
2. **Access Controls**. Policies, procedures, and logical controls:
 - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - b) To prevent those workforce members and others who should not have access from obtaining access; and
 - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.
6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.



UNIVERSAL SECURITY EXHIBIT

- 9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.
- 10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its information security program, including:
 - a) Designating a security official with overall responsibility; and
 - b) Defining security roles and responsibilities for individuals with security responsibilities.
- 11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.
- 12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
 - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - b) Reviewing privileged access to Workday production systems processing Covered Data; and
 - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
- 13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:
 - a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
 - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
 - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
 - i) Cross-site request forgery
 - ii) Services scanning
 - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iv) XML and SOAP attacks
 - v) Weak session management
 - vi) Data validation flaws and data model constraint inconsistencies
 - vii) Insufficient authentication
 - viii) Insufficient authorization
- 14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
 - a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;
 - b) Security and data privacy regulations applicable to Workday; and
 - c) Workday’s own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

**ORDER FORM 00418293.0**

Customer Name	City of Corona
Workday Entity	Workday, Inc. 6100 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	November 22, 2024 through November 21, 2034
WSP Order Term	November 22, 2024 through November 21, 2027
Currency	USD
Total Subscription Fee	\$6,356,744
Tenant (or Instance as applicable) Base Name <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	coronaca

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	\$541,813
2	Due on First anniversary of the Order Term start date	\$669,354
3	Due on Second anniversary of the Order Term start date	\$908,732
4	Due on Third anniversary of the Order Term start date	\$569,908
5	Due on Fourth anniversary of the Order Term start date	\$581,306
6	Due on Fifth anniversary of the Order Term start date	\$592,929
7	Due on Sixth anniversary of the Order Term start date	\$604,789
8	Due on Seventh anniversary of the Order Term start date	\$616,885
9	Due on Eighth anniversary of the Order Term start date	\$629,221
10	Due on Ninth anniversary of the Order Term start date	\$641,807
	Total Payment Amount	\$6,356,744

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	November 22, 2024 through November 21, 2025	\$541,813
2	November 22, 2025 through November 21, 2026	\$669,354
3	November 22, 2026 through November 21, 2027	\$908,732
4	November 22, 2027 through November 21, 2028	\$569,908
5	November 22, 2028 through November 21, 2029	\$581,306
6	November 22, 2029 through November 21, 2030	\$592,929
7	November 22, 2030 through November 21, 2031	\$604,789
8	November 22, 2031 through November 21, 2032	\$616,885
9	November 22, 2032 through November 21, 2033	\$629,221
10	November 22, 2033 through November 21, 2034	\$641,807
	Total Subscription Fee	\$6,356,744

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 (incl. Former Workers with Access)
TLO	Talent Optimization	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PRA	Prism Analytics Enterprise	FSE*	Full Enterprise with up to 20 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
SRCEXP	Strategic Sourcing Expert	Flat Fee	Up to 20 Users
WSP	Workday Success Plan	% of Fee	WSP - Accelerate Plus

*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 Services will always be equal to the total number of FSE Workers for CHCM minus Former Workers with Access.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise (incl. Former Workers with Access)	813
Full Enterprise	800
United States-based employees	800

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 <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	Customer Support <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	Subscriptions Contact <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Kim Sitton Finance Director	Chris McMasters Chief Information Officer	Chris McMasters Chief Information Officer
Street Address City/Town, State/Region/Cou nty, Zip/Post Code, Country	400 S Vicentia Ave Corona California 92882-2187 United States	400 S Vicentia Ave Corona California 92882-2187 United States	400 S Vicentia Ave Corona California 92882-2187 United States
Phone/Fax #	951-279-3532	951-279-3532	951-279-3532
Email (required)	kim.sitton@coronaca.gov	chris.mcmasters@coronaca.gov	chris.mcmasters@coronaca.gov

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): Innovation Services, Strategic Sourcing, located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>. 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 FROM CUSTOMER A SIGNED COPY OF THIS ORDER FORM BY NO LATER THAN 5 PM PST NOVEMBER 22, 2024 (“Deadline”). Notwithstanding the foregoing, this Order Form shall be valid if Workday, in its sole discretion, accepts an Order Form received after the Deadline. Workday will notify the Customer in the event Workday does not accept the Order Form.



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	734	100.0%	734
Part-Time Employees	260	25.0%	65
Associates	1	12.5%	0
Former Workers with Access	494	2.5%	14
Total FSE Count:	1,489		813

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

“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.

"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.

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).
SRCEXP Users	User	An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.
PRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer’s PRA data catalog. These data rows are in addition to Customer’s existing Published Data Row entitlements under Customer’s PRA subscription and any other PRACU subscription(s). Published Data Rows are measured separately for each Tenant (or Instance as applicable).

4. 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/contract-terms-and-conditions/index/exhibits.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 Subscription Rights 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 WSP Order Term, an additional fee equal to 30.0% of the new Subscription Fees will be added for the Workday Success Plan to the new Order Form. Customer will only have rights to Workday Success Plans during the WSP Order Term. The total Workday Success Plan fees assessed on this Order Form, in the amount of \$1,050,000, represent fees associated with the SKU(s) purchased under this Order Form for the WSP Order Term.

5. 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 Subscription Rights in excess of those set forth in the Subscription Rights table above 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 subscription 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	\$536.65
USP	\$70.35

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 Subscription 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
PRACU	Each increment of 10M Additional Published Data Rows	\$20,000

B. Growth Event Reporting Obligation.

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% 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.

C. Workday Success Plans Reporting.

In conjunction with any fees due as a result of the Annual Reporting Obligation or Growth Event Reporting Obligation, an additional fee of 30.0% will be added for Workday Success Plan for any excess Subscription Rights.

6. 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+ (2% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))
4th year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))
5th year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))

The “**Base Subscription Fee**” means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table, minus any fees for Workday Success Plans, if applicable, 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 Renewal fees for the Workday Success Plan will be based on the greater of either the minimum fee or 30.0% of the annual Renewal fees, as described in the Renewal Table above. 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.

7. 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.

8. 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.

9. Customer Identification

Workday may use Customer’s name 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.



10. Option to Acquire Additional Service SKUs.

At any time within twenty-four (24) months of this Order Effective Date (the “**Option Expiration Date**”), Customer may acquire a subscription for the specific SKU(s) as set forth below. Any standard applicable terms for the SKU(s) acquired will apply. If Customer elects to exercise its option under this section, Customer must provide Workday with written notice by the Option Expiration Date. Workday will provide a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Pricing Metric	Subscription Rights	Annual Fee per FSE Worker
LRN	Learning	FSE*	Full Enterprise	28.67
REC	Recruiting	FSE*	Full Enterprise	38.23
PLNF	Financial Planning	FSE*	Full Enterprise	61.17

**Customer understands that the Baseline FSE Worker Count stated for the Subscription Rights may be subject to increase in accordance with the Growth and Expansion section herein*

**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.
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.
Core Financials	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.
Grants Management	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.
Prism Analytics Enterprise	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.
Projects	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.
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 Expert	Workday Strategic Sourcing supports organizations in sourcing goods and services from Suppliers. Workday Sourcing Expert Package includes Sourcing Pipeline Platform, Sourcing Intake,

	Sourcing Supplier Management, Sourcing RFX Engine, Sourcing eAuctions Platform, Sourcing Dynamic Negotiations & Analytics (DNA), and Sourcing Contracts. Supports unlimited Stakeholders and Suppliers.
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*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.



WORKDAY INNOVATION SERVICES ADDENDUM

This Workday Innovation Services Addendum (these “**IS Terms**”) is subject to and governed by the MSA and, except as otherwise set forth herein, apply to all Innovation Services (each, an “**Innovation Service**” and, collectively, “**Innovation Services**”) offered by Workday. Unless otherwise defined herein, capitalized terms used in these IS Terms have the same meaning as set forth in the MSA. The parties agree that these IS Terms apply exclusively to the use of Innovation Services and IS Data (each as defined below) and do not amend the terms of the MSA. Notwithstanding anything to the contrary in the MSA and solely with respect to the Innovation Services provided hereunder, in the event of a conflict, the provisions of these IS Terms shall take precedence over provisions of the body of the MSA and over any other exhibit or attachment.

1. For Purposes of these IS Terms:

“**Customer Results**” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data; provided that Workday Results shall never be classified as Customer Results;

“**Workday Results**” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data that has undergone processing by Workday such that it can no longer be used to identify, directly or indirectly Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person; and

“**Results**” means, collectively, Customer Results and Workday Results.

2. **Innovation Services.** Subject to these IS Terms and the applicable service description posted on Workday’s Community site (each, a “**Service Description**”), Customer may access and use Innovation Services to enhance and optimize Customer’s experience with the Service (or such equivalent term in the MSA). Customer determines which Innovation Service(s) to participate in by actively enabling such Innovation Service(s) inside its Tenant (“**IS Enablement**”). Unless otherwise indicated in a Service Description or agreed in an Order Form, all Innovation Services are part of the Service, will be delivered with no additional fees to the Customer, and will be provided in English only. For clarity, these IS Terms apply to all Innovation Services, including but not limited to (a) those purchased under an order form and (b) those delivered with no additional fees and enabled in Customer’s Tenant.
3. **Innovation Services Data.** In these IS Terms, the data that Customer provides to Innovation Services is referred to as “**IS Data**”. An explanation of what IS Data must be contributed in order to utilize a specific Innovation Service is included in the applicable Service Description. IS Data is not considered Customer Data (or such equivalent term in the MSA) but will be protected as Confidential Information under the MSA and protected as described in these IS Terms, the Workday Universal Security Exhibit, and the Workday Universal DPE. IS Data will be used by Workday only in accordance with the applicable Service Description, these IS Terms, and the MSA. Customer has no obligation to contribute IS Data but Customer’s right to participate in any specific Innovation Service(s) and receive Results (as defined above) is conditioned on Customer contributing IS Data. Customer can stop contributing IS Data at any time through the IS Enablement process (by disabling a specific Innovation Service).
4. **Workday Obligations.** Workday shall not use IS Data except to (i) provide and improve Innovation Services, (ii) generate Results, (iii) prevent or address service or technical problems, and (iv) verify Service Improvements, each in accordance with these IS Terms and the Documentation (as defined in the MSA), or in accordance with Customer’s instructions.
5. **Customer Obligations.** Customer is responsible for obtaining and verifying it has all authorizations, consents, and rights necessary to utilize Innovation Services and contribute IS Data in accordance with these IS Terms, each Service Description and applicable Law. Customer shall

not contribute IS Data that contains Protected Health Information as defined in 45 C.F.R. §160.103 (“PHI”) if such contribution is prohibited under the applicable Service Description.

6. Proprietary Rights and Licenses.

- 6.1. Subject to these IS Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use the Innovation Services, including, if applicable, any third-party content Workday makes available to Customer through any Innovation Service (“**IS Content**”) and Results, solely for the internal business purposes of Customer and its Affiliates, to the extent included in Customer’s current subscription to Service applications.
 - 6.2. Subject to these IS Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the Workday Universal DPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import, and format IS Data for the purposes set forth in the Workday Obligations Section above. As between the parties, Customer owns all IS Data and Customer Results and Workday and its licensors own the Innovation Services, IS Content, and all Workday Results.
7. **Security.** For each Innovation Service, Workday has implemented and will maintain appropriate technical and organizational measures designed to protect IS Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to, as set forth in the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the “**Workday Universal Security Exhibit**”) which is incorporated into these IS Terms by this reference. Unless otherwise set forth in a Service Description, Innovation Services are not in scope for Workday’s third-party audit reports (i.e., SOC1, SOC2, ISO Certification).
8. **Data Processing Terms.** All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the “**Workday Universal DPE**”) which is incorporated into these IS Terms by this reference.
9. **Deletion of IS Data.** At its discretion, Customer may elect to stop contributing IS Data at any time by disabling specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). In the event Customer disables Innovation Service(s) through the IS Enablement process, Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.
10. **Term, Termination, Suspension.** Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these IS Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA, during which Customer will have an active subscription to Innovation Services. Unless otherwise set forth in a Service Description and excluding Innovation Services that are required for a SKU which Customer has purchased, Workday may terminate any Innovation Service for convenience by providing at least thirty (30) days’ prior notice which may be provided by a general announcement via Community. Customer may terminate its use of any Innovation Service for convenience at any time by disabling such Innovation Service through IS Enablement or Customer may terminate these IS Terms by providing Workday with formal written notice pursuant to the MSA with a copy by email to legal@workday.com, and such notice will be effective thirty (30) days after Workday’s receipt of the notice. Customer understands and agrees that in the event Customer has purchased a SKU which requires Innovation Services capabilities, termination of these IS Terms will not result in a refund of fees paid or nonpayment of fees payable for the applicable SKU. Upon any termination of an Innovation Service, as of the effective date of such termination, Customer may no longer have access to such Innovation Service, and related IS Data and Results. Workday may suspend Customer’s access to any Innovation Service at any time in



the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Innovation Service.

- 11. Miscellaneous.** No uncured breach of these IS Terms by either party will give rise to a termination right under the MSA. Workday is not required to escrow third party source code that is used in the Innovation Services. Workday may modify Service Descriptions from time to time provided that Workday does not materially diminish the applicable security and privacy commitments as set forth in these IS Terms. Workday will provide notice of any change to a Service Description through Community and any change will not go into effect until thirty (30) days after such notice.

v23.5

**ORDER FORM 00476026.0**

Customer Name	City of Corona
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
Currency	USD
Total Subscription Fee	0

Item Description	Price Per Rising Pass	Quantity of Passes	Total Fees (List)	Total Fees (Discounted)
Rising Passes	2,195	5	10,975	\$0
Term: 2025				

This Order Form is only valid and binding on the parties when executed by both parties. Prior to attendance, Customer shall complete the Workday Rising registration process at <https://rising.workday.com/>, as may be updated by Workday in future years. The fees under this Order Form for Rising Passes are non-cancellable and non-refundable and may not be applied to any other Workday offering.

Customer Contact Information

	Billing, In Care of
Contact Name	Kim Sitton Finance Director
Street Address City/Town, State/Region/County, Zip/Post Code, Country	400 S Vicentia Ave Corona California 92882-2187 United States
Phone/Fax #	Phone: 951-279-3532
Email (required)	kim.sitton@coronaca.gov

TERMS OF SERVICE FOR WORKDAY RISING

THESE TERMS AND CONDITIONS (the “**Terms**”) GOVERN YOUR REGISTRATION, ATTENDANCE AT AND PARTICIPATION IN **WORKDAY RISING 2025** (“**Workday Rising**” or the “**Event**”). By registering for Workday Rising and accepting these Terms, you agree to comply with these Terms in relation to your Event registration and Event participation.

REGISTRATION

Workday Rising is an event for current Workday customers, invited prospective customers, sponsoring partners and Workday employees. Attendees must register for the Event through the Event registration website. You will receive a registration confirmation email at the email address you provide during registration. Workday reserves the right to reject, cancel or terminate any registration or discount offer at any time. Workday will refund fees paid for cancelled or terminated registrations.

PAYMENT

Full payment of the Workday Rising registration fee (“**Fee**”) is required to gain access to the Event. Payment for Fee is due in full no later than the Event start date. The Workday Rising Fee paid may only be used for the Workday Rising registration and may not be applied toward the purchase of any other products, services, and or events. If paying by credit card, you hereby authorize card holder, acting on behalf of Workday for the Event, to charge the credit card indicated in the registration form, for the Event Fee on today’s date and you certify that you are an authorized user of this credit card. This payment is for the Event registration only. You understand that cancellations and any refunds are subject to the Terms below. You also agree if you encounter any issues associated with the credit card charge that you will contact Workday Rising Registration team to resolve the issue.

BADGES

When your Fee has been paid, you may pick up your Event badge (“**Badge**”) by showing a government-issued picture ID at the Event check-in area during the Event dates. Each attendee must show a government-issued picture ID to be given his/her Event Badge. No attendee will be admitted into the venue without an Event Badge. Event Badges may contain RFID tags, which will be used to record your participation in the Event’s meetings, events, and sessions, and to provide you with feedback surveys following the sessions. If you demonstrate an interest in a sponsoring partner and have the sponsoring partner scan your badge during the Event, you acknowledge and agree that Workday will share your registration information with that sponsoring partner (“**Badge Scan**”).

SECURITY

Workday is committed to providing a safe and secure environment. Here are some of the security procedures for the Event:

- Event Badges must be worn and visible at all times while you are at any Event venue, event or activity. They may not be shared or exchanged with any person or persons.
- No bags or property should be left unattended at any time. Unattended property may be removed.
- No persons under 18 years of age will be permitted at the Event, including in breakout sessions, keynotes, and all other Event venues.
- You must comply with all fire, safety, and health regulations of the Event venue. Attendees who violate such rules and/or who behave in an unsafe or careless manner while attending the Event may be asked to leave immediately and will be held responsible for their actions.

Workday reserves the right, without prior notice, to take any security measures it deems appropriate to provide for the safety of attendees. Workday reserves the right to change these procedures, without prior notice, and has sole discretion to deny entry to anyone.

SUBSTITUTIONS



If you are unable to attend Workday Rising, you may transfer your registration to another person by sending an email to the Workday Rising Registration Team with the new attendee's name and contact information. Please note: session and event selections may not be transferred.

HOTEL CANCELLATION POLICY

If you make your hotel reservations during this registration process, you acknowledge and accept that hotel cancellations require (5) days' notice prior to your scheduled arrival date to avoid a penalty equal to one night room and tax.

PHOTOGRAPHY RELEASE

By registering, attending, and participating in the Event, you grant Workday the right to record, film, photograph, or capture your image and voice at the Event in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

ASSUMPTION OF RISK

Your attendance at and participation in the Event is completely voluntary. You accept and assume all risks of any and all personal injury or damage to your personal property that you may face while attending the Event and waive any claims against Workday relating to such risks. Workday does not guarantee admittance to any specific event, session or keynote and reserves the right to refuse admittance to any event, session, or keynote to any attendee, at its sole discretion. Unless specified otherwise, attendees at all events, sessions, and keynotes are seated on a first-come first-served basis.

PERSONAL INFORMATION

Workday will handle and protect the information gathered from you during registration, attendance and participation at the Event in accordance with Workday's Privacy Statement located at <http://www.workday.com/company/privacy.php>.

By registering, attending, and participating in this Event, you acknowledge and agree that Workday will share your registration and registration details, attendance, Event schedule, and participation information with Event-related companies in order to manage and improve this and future events and Workday's products and services and enable and coordinate professional networking opportunities. For example, Workday may communicate your name, title, role, email address, company, and Event schedule with session speakers and content stakeholders as well as to Event vendors so that sessions may be adapted to be more relevant to the registered audience. In addition, by registering for the Event, you acknowledge and agree to share your company name and title with selected Sponsoring Partners in order to improve the Event.

You agree that Workday may use your email address to send Event updates and survey evaluations. Workday may also use your email address to send marketing-related messages, such as invitations to future Workday events, if you opt-in to such communications during registration.

Workday will share your registration information (first and last name, title, company, physical address, phone numbers, and email address) with sponsoring partners whom you have authorized via Badge Scan during the Event. Any Sponsoring partner's use will be subject to its own privacy policy.

If you attend multiple Workday conferences or events, you authorize Workday to aggregate registration, attendance, and participation information to improve this and future events, Workday's products and services, and to provide more relevant information to you in line with your opt-in choices.

THIRD PARTY LINKS

The Event Mobile App or other Event materials may contain links to third party sites; such linked sites are not under the control of Workday and Workday is not responsible for the content of any linked site or any link contained in a linked site. Your use of third party sites and the links on those sites are governed by the terms and conditions of use and privacy policy posted on those sites.

THIRD PARTY APPS

Following registration, you may download an optional mobile app or access a special web application to access information about the Event as well as access your registration information. You consent to sharing your registration information, which includes any personal information you provided during registration as well as your Event schedule. This mobile app and/or web application is offered to improve your Event experience and to facilitate networking between you and other Event attendees. Your use of this mobile app and/or web application is at your own risk and Workday does not warrant that any mobile app and/or web application will function correctly. Workday disclaims any and all liability associated with your use of third party mobile apps and/or web services.

PRESENTATION MATERIALS

At the Event, you may receive access to Workday and third party licensed content ("Presentation Materials"). Workday is not liable for the information in the Presentation Materials. You may use them solely for your own internal, non-commercial purposes. Unauthorized distribution (via sales, copying, and posting on intranet/internet) is expressly forbidden.

FORCE MAJEURE

You acknowledge and understand that the venue, times, or dates of the Event may change or need to be rescheduled due to events beyond Workday's reasonable control, including, but not limited to, earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar event (collectively, "Force Majeure"). Workday will attempt to notify you of any such changes as far in advance as reasonably possible. Workday will not be held liable for any costs or expenses incurred by you as a result of such Force Majeure event(s).

WORKDAY CHANGES, CANCELLATION OF EVENT (other than due to Force Majeure)

Notwithstanding the above, Workday reserves the right to reschedule the dates and or venue for the Event for any reason. Workday will notify you via your registration email of any such changes as far in advance as reasonably possible. If you are no longer able to attend the Event, you must email your cancellation notice to the Workday Rising team to request a refund of the Event Fee. Workday will not be held liable for any other costs or expenses incurred by you as a result of changes.

Workday may cancel the Event for any reason. Workday will notify you via your registration email of cancellation as far in advance as reasonably possible. Workday will refund any paid registration fee via the method originally paid by you. Workday will not be held liable for any other costs or expenses incurred by you as a result of cancellation.

GOVERNING LAW AND JURISDICTION These Terms and any disputes arising out of or related hereto, shall be governed exclusively by the laws of the State of California and controlling United States federal law, without regard to their conflicts of law rules or the United Nations Convention on the International Sale of Goods.

ARBITRATION NOTICE AND CLASS ACTION WAIVER

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT

In the event of a dispute between you and Workday arising under or relating to this Event, either may choose to resolve the dispute by binding arbitration, as described below, instead of in court. Any claim (except for a claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either side requests it. **THIS MEANS IF EITHER YOU OR WORKDAY CHOOSES ARBITRATION, NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO, DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.**

Class Action Waiver



ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WORKDAY MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER INDIVIDUALS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. Only a court, and not an arbitrator, shall determine the validity and effect of the Class Action Waiver. Even if all parties have opted to litigate a claim in court, you or Workday may elect arbitration with respect to any claim made by a new party or any new claims later asserted in that lawsuit.

Your Right to Go To Small Claims Court

Workday will not choose to arbitrate any claim you bring in small claims court. However, if such a claim is transferred, removed or appealed to a different court, Workday may then choose to arbitrate.

Governing Law and Rules

This arbitration agreement is governed by the Federal Arbitration Act (FAA). Arbitration must proceed only with the American Arbitration Association (AAA) or JAMS. The rules for the arbitration will be those in this arbitration agreement and the procedures of the chosen arbitration organization, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the organization's procedures. If the organization's procedures change after the claim is filed, the procedures in effect when the claim was filed will apply.

Fees and Costs

If you wish to begin an arbitration against Workday but you cannot afford to pay the organization's or arbitrator's costs, Workday will advance those costs if you ask in writing. Any request like this should be sent to: to Workday, Attention: Legal, 6230 Stoneridge Mall Road, Pleasanton, CA 94588. If you lose the arbitration, the arbitrator will decide whether you must reimburse Workday for money we advanced for you for the arbitration. If you win the arbitration, Workday will not ask for reimbursement of money we advanced. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you).

Hearings and Decisions

Arbitration hearings will take place in the federal judicial district where you live.

A single arbitrator will be appointed. The arbitrator's decision will be final and binding except for any review allowed by the FAA. Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction.

DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY

Workday gives no warranties in respect of any aspect of the Event or any materials related thereto or offered at the Event and, as legally permissible, disclaim all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Event is provided on an "as-is" basis. Workday does not accept any responsibility or liability for reliance by you or any person on any aspect of the Event or any information provided at the Event. Except as required by law, Workday shall not be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Event. The maximum aggregate liability of Workday for any claim in any way connected with, or arising from, the Event, whether in contract, tort, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to Workday.

ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties in relation to the Event registration, attendance, and participation and supersede all prior and contemporaneous terms, agreements, proposals or representations, written or oral, concerning this subject matter.

Without limiting the foregoing, no part of this Agreement shall be superseded or governed by any Master Subscription Agreement or any other agreement between Workday or an affiliate thereof and you or your company. To the extent that these Terms are translated, such translation is provided solely for convenience, and the English version of these Terms shall govern any disputes arising here from.

ORDER FORM #473391

Customer Name	City of Corona
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	24 months from the Order Effective Date
Currency	USD
Total Training Fees	66,660

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	66,660
	Total Payment Amount	66,660

SKU	Training Offering	Price Per Unit	Quantity	Total Training Fees
TC	Training Credits (prepaid)	660	101	66,660
			Total (TC) Training Fees	66,660

Customer Contact Information	Billing, In Care of
Contact Name	Kim Sitton Finance Director
Street Address City/Town, State/Province/Region Zip/Postal Code Country	400 S Vicentia Ave Corona California 92882-2187 United States
Phone/Fax #	Phone: 951-279-3532
Email (Required)	kim.sitton@coronaca.gov

This Order Form is valid and binding as of the later of the dates of the parties' signatures and 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 - WORKDAY TRAINING TERMS

Last updated: December 1, 2023

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

1. Permitted Use & Restrictions

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

2. Product Specific Terms

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

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

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

3. Fees and Training Credits

- a. Fees and Payment. Purchaser will pay Workday for all Workday Training enrolled in or taken under Purchaser's account, unless timely canceled in accordance with these Training Terms. No refunds or credits will be given for failure to meet Workday Training or Course requirements or for late cancellation. Workday is not responsible for costs incurred by Purchaser or Learners to participate in Workday Training. Training Fees are set forth in the Training Catalog. Purchaser will pay all Training Fees and fees for Training Credits in accordance with applicable Order Form, or, if none, the terms of the MSA or Partner Agreement, as applicable.
- b. Training Credit Bulk Purchase Option. Fees for bulk purchases of Training Credits will be set forth in an Order Form. For Customers, such fees will apply to the cumulative number of prepaid Training Credits purchased at any time during any rolling 12-month period during the Order Term. Bulk TC Rates will not be applied retroactively for previously purchased Training Credits or for a la carte Workday Training purchases (e.g., Course purchases from the Workday Learning Center).
- c. Training Credit Use. Purchaser may use Training Credits to pay for any TC-Eligible Course that starts on or after the Order Effective Date and ends on or before 24 months after the Order Effective Date. For Learn Independent Courses purchased with Training Credits, Learners must enroll in the Course before the Training Credit expiration date but can begin the Course after such date. Training Credits are decremented from Purchaser's Training Credit balance upon Course enrollment. If a Purchaser enrolls in a TC-Eligible Course without an adequate Training Credit balance, Workday will invoice Purchaser for the Training Fees for the Course.

4. Cancellation & Termination

- a. Course Change or Cancellation by Purchaser. Purchaser or Learner may change or substitute a Learner, reschedule time or date of Course attendance, or cancel a Course enrollment without charge only if such change is entered into the Workday Learning Center within the applicable Cancellation Notice Period. For

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

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

5. Miscellaneous

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

6. Definitions

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM B - BULK TRAINING CREDIT RATES

The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

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