



AMENDMENT #2 TO THE MASTER AGREEMENT

This Amendment #2 (this “**Amendment 2**”) to the **Master Agreement** including the **Master Subscription Agreement** between **City and County of Denver** (“**Customer**”) and **Workday, Inc.**, a Delaware corporation (“**Workday**”) dated July 24, 2015, as amended (collectively “the **Agreement**”) is entered into as of the later of the dates beneath the parties’ signatures below (“**Amendment Effective Date**”). Unless otherwise defined herein, capitalized terms used in this Amendment 2 shall have the same meaning as set forth in the Agreement. References to the Master Subscription Agreement between the parties in Order Forms or exhibits will be deemed to be references to the Agreement. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment 2 shall prevail.

WHEREAS, the parties have agreed to amend the Agreement as outlined below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Section 1 “Maximum Contract Liability” of the Master Agreement is deleted in its entirety and replaced with the following:

“Maximum Contract Liability: Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Twenty-Three Million Nine Hundred Fifty-Eight Thousand Nine Hundred Forty-Six Dollars and Eighty Cents (\$23,958,946.80) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Workday beyond that specifically described in the Order Forms that are specifically identified in this Agreement. The City understands that subscriptions are limited to the level of use described in the applicable Order Form, and that in the absence of an amendment or Order Form increasing the subscribed level of use, it cannot exceed that level of use.”

2. Section 10.14 “NO DISCRIMINATION IN EMPLOYMENT” of the Master Agreement is deleted in its entirety and replaced with the following:

“In connection with the performance of work under this Agreement, Workday may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship or immigration status (subject to Workday’s adherence to applicable law), gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. Workday shall insert the foregoing provision in all subcontracts entered into under this Agreement.”

3. The following language shall be included as a new Section 10.18 “COMPLIANCE WITH DENVER WAGE LAWS” of the Master Agreement:

“To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

4. The terms in the attached Exhibit 1 to this Amendment 2 are hereby incorporated into the Agreement. The parties agree that Exhibit 1 shall prevail, as it relates to professional services, in the event of conflict between the terms of Exhibit 1 and the Agreement.



5. Except as amended hereby, the Agreement shall remain in full force and effect. This Amendment may be executed electronically and/or in counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. All current Services in use by the Customer are hereby ratified and approved.

Contract Control Number: TECHS-202472153-02 (201523140-02)
Contractor Name: WORKDAY, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

TECHS-202472153-02 (201523140-02)
WORKDAY, INC.

Approved as to Legal Form by:

Rick Oluka

By: *Julie Gonzalez*
Julie Gonzalez (Mar 19, 2024 18:48 PDT)

Name: Julie Gonzalez
(please print)

Title: Senior Vice President, Financial Planning & Analysis
(please print)

Mar 19, 2024

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**Exhibit 1: Professional Services Agreement
for City and County of Denver**

Documents	Agreement Number
Professional Services Agreement	Agreement #: 00214042.0



PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** (including any attachments hereto, this “**PSA**”) is between the Workday entity identified on the Signature Document (“**Workday**”) and the legal entity signing this PSA (“**Customer**”). Subject to the foregoing, the parties agree as follows:

1. Terms of the MSA. Unless otherwise provided herein, this PSA incorporates by reference, the terms and conditions of the MSA that are applicable to Workday’s provision of Professional Services (as defined below) to Customer; however, this PSA shall be construed as a separate and independent agreement. For clarity, this PSA does not amend, supplant, or in any other way impact the MSA or any Order Forms issued thereunder; rather, it applies solely to Customer’s procurement of Professional Services from Workday. Unless otherwise defined herein, capitalized terms used in this PSA and applicable exhibits have the same meaning as set forth in the MSA. In the event of a conflict between any SOW (as defined below), this PSA, and the MSA, the following order of precedence shall control: (1) the SOW, (2) this PSA, and (3) the terms as stated in the MSA.

2. Professional Services. Workday shall perform the professional services and provide any Deliverables as specified in a SOW (“**Professional Services**”). If a change in project scope is mutually agreed by the parties, the change(s) and any associated fees therefor shall be described in a document signed by the parties (a “**Change Order**”).

3. Interpretation. For purposes of this PSA, (1) the terms “MSA” and “Agreement” in the MSA shall mean this PSA; (2) the term “Service” in the MSA shall mean “Professional Services;” provided that the term “Service” as used in this PSA shall have the unmodified meaning set forth in the MSA; (3) the term “Order Form” in the MSA shall mean “SOW;” (4) the terms “fees” and “Subscription Fees” in the MSA shall mean “Professional Services Fees;” and (5) the term “Customer Data” in the MSA shall mean “Professional Services Data.” This Section does not apply to the DPE or Business Associate Exhibit. Neither the SLA nor any Service Credits apply to this PSA or to any Professional Services. Other replacement terms are set forth below.

4. Invoices, Payment & Taxes. All amounts paid hereunder shall be paid in the currency set forth in the applicable SOW. Unless otherwise set forth in the applicable SOW, the address used in the MSA to determine taxes shall apply to this PSA. Unless the SOW expressly states otherwise, and except as specified under Section 6 (Warranty, Remedies & Disclaimer) of this PSA, all payment obligations for Professional Services are non-cancellable and associated fees are non-refundable and non-transferable and cannot be used as a credit or set-off against, or toward, any other amounts due to Workday. If travel is required, Customer shall reimburse Workday for all reasonable and necessary travel and living expenses incurred by Workday (“**T&E**”). Except for Professional Services Fees subject to a reasonable and good faith dispute, if a payment is more than 30 days past due and Workday has provided at least 30 days’ written notice to Customer, Workday may suspend the Professional Services, without liability to Customer, until such amounts are paid in full.

5. Proprietary Rights. Except as expressly provided below, this Section 5 supersedes the sections of the MSA concerning ownership and license grants.

(a) As between Workday and Customer, all Customer Confidential Information, and all Professional Services Data supplied by Customer, its Employees or Authorized Parties, shall be, and remain, the property of Customer. Excluding the Workday Property contained therein, all right, title and interest in any Customer-developed Custom Integration shall vest in Customer.

(b) All right, title and interest to all Deliverables (excluding any Customer Confidential Information incorporated therein) and other Workday Property vests in Workday and shall be, and remain, the property of Workday. Nothing contained in this PSA shall be construed as transferring any Intellectual Property Rights to Customer or any third party except as expressly set forth herein.

(c) Subject to the restrictions described in this Section, Workday grants Customer a royalty-free, non-exclusive, non-sublicensable, non-transferable (except to the extent permitted by the section of the MSA titled “Assignment”) license to use the Workday Property incorporated into the Deliverables and into any Custom Integrations (collectively, “**Incorporated Workday IP**”) solely for the internal business purposes of Customer and its Affiliates in connection with their authorized use of the Service as set forth in the MSA. The above license is subject to the “Restrictions” section of the MSA, which shall apply to Customer’s use of all Incorporated Workday IP, except that “Incorporated Workday IP” shall replace and supersede “Service” as used in those provisions.

6. Warranty, Remedies & Disclaimer. This Section 6 supersedes the sections of the MSA concerning warranties, warranty remedies, and warranty disclaimers. Each party warrants that it has the authority to enter into this PSA and, in connection with its performance of this PSA, shall comply with all Laws. Workday warrants that: (1) it shall perform the Professional Services with reasonable skill and care, and (2) the professional staff it assigns to perform Professional Services are, and at all times shall be, competent and properly qualified to perform the Professional Services as required hereunder. If Workday breaches these warranties, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives Workday written notice of any deficiencies within thirty (30) days of delivery by Workday. If Workday is unable to correct the deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion. The remedies in this Section shall be Customer’s exclusive remedy and Workday’s sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this PSA and Customer elects to terminate this PSA for material breach in accordance with Section 11 (Term) hereof. Except as expressly provided herein or in the applicable SOW, and to the maximum extent permitted by applicable Law, Workday makes no warranties of any kind, whether express, implied, statutory or otherwise, and specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose. In addition, Workday does not warrant that any of the Professional Services or Deliverables provided under this PSA shall be error free or uninterrupted.

7. Use of Subcontractors. In the course of providing the Professional Services, Workday is permitted to subcontract to any Workday Affiliate(s) and/or third parties (“**Subcontractors**”). Workday shall be responsible for the acts and omissions of any



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Subcontractor in connection with its performance hereunder to the same extent as if the acts and omissions were performed by Workday. Customer agrees that Workday is permitted to provide any information to the applicable Subcontractors that is necessary to provide and administer the Professional Services. The terms of the DPE apply to Subcontractors to the extent they process Personal Data. Such Subcontractors are referred to in the DPE as "Subprocessors." The Subprocessor List lists Workday's Subprocessors as of the most recent update thereto.

8. Protection and Security of Professional Services Data. For purposes of this PSA, the section of the MSA titled "Protection," "Security Breach," "Unauthorized Disclosure," or other similarly titled section shall apply to Professional Services Data processed by Workday in providing Professional Services. The relevant terms of the Security Exhibit and DPE shall apply to this PSA.

9. Indemnification. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party: (i) alleging that any Deliverable infringes the third party's Intellectual Property Rights; or (ii) for bodily injury or death or tangible property damage brought against Customer to the extent caused by the intentional or negligent acts of Workday's employees. Provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent the alleged infringement: (1) is based on information or requirements furnished by Customer; (2) is the result of a modification made by a party other than Workday; or (3) arises from use of a Deliverable in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Deliverable 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 Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate this PSA or the relevant SOW and Workday's sole liability shall be to refund any fees paid by Customer for such Deliverable.

10. Limitation of Liability and Damages. For purposes of this PSA:

(a) The subsection of the MSA titled "Limitation of Liability" or "Limitation," or other similarly titled section is replaced and superseded by the following:

"TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXCEPTIONS TO THE LIMITATION OF LIABILITY SET FORTH IN THE MSA AND THE SECTION OF THE MSA REGARDING EXCLUSION OF DAMAGES, AS APPLIED TO THIS PSA, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PSA OR ANY SOW, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THREE (3) TIMES THE PROFESSIONAL SERVICES FEES PAID OR PAYABLE

(WHETHER OR NOT INVOICED) FOR THE PROFESSIONAL SERVICES PERFORMED UNDER THE SOW FROM WHICH THE CLAIM AROSE ("**GENERAL CAP**")."

(b) In the subsection of the MSA titled "Exclusion of Damages," "Exclusion," or other similarly titled clause, which is not superseded by the foregoing Clause (a), the term "Professional Services" shall replace and supersede any reference to the Service, including the words: "Service, including but not limited to the use or inability to use the Service, any interruption, inaccuracy, error or omission," or any similar phrase, if included in the MSA.

11. Term.

(a) For purposes of this PSA, this Section supersedes and replaces the section of the MSA titled "Term," "Term of Agreement," or other similarly titled clause. This PSA shall remain in effect from the Effective Date throughout the Term and is conterminous with the MSA unless otherwise terminated in accordance with this Section.

(b) Except as set forth in a SOW, Customer has the right to terminate this PSA or any SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this PSA or any SOW for cause: (1) 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 (2) 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. Except as set forth in a SOW, Workday has the right to terminate this PSA or any SOW by giving Customer fifteen (15) days prior written notice if: (i) Customer repeatedly fails to timely and accurately perform its obligations under this PSA or any SOW, or (ii) the information provided by Customer, or lack thereof, to Workday is materially inaccurate. Termination of this PSA automatically terminates all SOWs hereunder, unless expressly agreed by the parties in writing. The applicable SOW may contain additional grounds upon which either party has the right to terminate the SOW.

(c) Upon termination of this PSA or any SOW, Workday shall immediately cease performance of all Professional Services under the terminated document(s) and Customer shall pay Workday within thirty (30) days of the effective date of termination for all Professional Services performed by Workday and all T&E incurred under the terminated document(s) up to the effective date of termination. All provisions of this PSA shall survive any termination or expiration of the MSA and/or this PSA, except for Workday's obligations to provide Professional Services.

(d) Notwithstanding any other provision herein to the contrary, no termination or breach of this PSA or any SOW hereunder by either party for any reason shall terminate or give either party the right to terminate the MSA or any Order Forms thereto, or the right to seek or collect damages thereunder.

12. Deletion of Professional Services Data. Workday shall delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday shall not be required to remove copies of the Professional Services Data from its backup media and servers



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until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Professional Services Data in accordance with the MSA.

13. Governing Law and Jurisdiction. This PSA shall be governed exclusively by the laws of jurisdiction applicable to the MSA. The parties irrevocably submit to the exclusive jurisdiction of the courts or other tribunal specified in the MSA.

14. Federal Government End Use Provisions (if applicable). For purposes of this PSA, this Section supersedes and replaces the section of the MSA titled “Federal Government End Use Provisions” or other similarly titled section, if any. Workday provides Professional Services for federal government end use solely in accordance with the terms and conditions of this PSA, 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 Professional Services for use in furtherance of a federal prime or subcontract. All Professional Services provided by Workday hereunder are incidental to the purpose of providing the Service (which is a configurable cloud-based software-as-a-service solution). Additionally, at least 95% of the work performed under this PSA will be performed by employees who are exempt under the Fair Labor Standards Act. For these reasons, neither the Service Contract Act nor its regulations apply to Workday’s performance under this PSA.

15. Definitions.

“**Business Associate Exhibit**” means the Business Associate Exhibit or Business Associate Agreement (as applicable) between the parties, if any.

“**Custom Integration**” means any integration or interface between third party applications or service providers and the Service that are developed either (1) by Customer, (2) by a partner or third party acting on Customer’s behalf pursuant to a separate and independently executed third party agreement, or (3) by Workday pursuant to a SOW. Custom Integrations are deployed, maintained, and supported by Customer and are not part of the Service.

“**Deliverables**” means the training, specifications, configurations, implementation, data conversions, workflow, integrations, performance capabilities, and any other activity or document to be provided to Customer by Workday under a SOW.

“**DPE**” means the Workday Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

“**File Transfer Server**” means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday.

“**MSA**” means the agreement so named or the primary subscription agreement between Customer and Workday (or the applicable Workday Affiliate).

“**Personal Data**,” if not defined in the DPE, means any Professional Services Data that relates to an identified or identifiable natural person.

“**Professional Services Data**,” if not defined in the DPE, means electronic data or information that is provided to Workday under this PSA for the purpose of being input into the Service, or Customer Data accessed within or extracted from Customer’s Tenant to perform the Professional Services.

“**Professional Services Fees**” means the amounts to be paid for the Professional Services as set forth in the applicable SOW.

“**Remediation Costs**” means:

(a) Workday’s remediation obligations in the section of the MSA titled “Workday Remediation of Certain Unauthorized Disclosures,” “Workday Remediation Obligations,” or similarly titled provision; or

(b) If the MSA does not contain a provision similar to Subsection (a) above, Workday shall pay the reasonably necessary, documented costs for the following items incurred by Customer in connection with any unauthorized disclosure of or access to Personal Data caused by Workday’s breach of its security and/or privacy obligations under this PSA: (1) costs of any reasonably required forensic investigation to determine the cause of the breach, (2) 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 disclosed and/or accessed (“**Affected Individuals**”), (3) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access, and (4) operating a call center to respond to questions from Affected Individuals for a period of one year (or more, to the extent required by Law) after the date on which such individuals were notified of the unauthorized disclosure or access. NOTWITHSTANDING THE FOREGOING OR ANYTHING IN THIS PSA TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION TO THE EXTENT THEY ARE DUE TO GROSS NEGLIGENCE, WILFUL MISCONDUCT, AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS, CONTRACTORS, OR AUTHORIZED PARTIES.

“**Security Exhibit**” means the Workday Universal Security Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

“**SOW**” means each separate statement of work accepted by Workday, and under which Workday agrees to provide Professional Services that refer to this PSA and has been fully executed by the parties.

“**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>).



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“Workday Property” means the recommendations, ideas, techniques, know-how, methodologies, designs, programs (including custom-developed programs), computer algorithms, technical information, development tools, processes, integrations, enhancements, training, specifications, configurations, implementation, data conversions, workflows, performance capabilities, domain names, and all other documents, information, and material developed at any time by Workday and co-developed by the parties hereunder, including all Intellectual Property Rights therein.