



## AMENDMENT #1 TO THE MASTER AGREEMENT

This Amendment #1 (this “**Amendment**”) 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 (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 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 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. **Maximum Contract Liability:** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed TWENTY-THREE MILLION THREE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED NINETY TWO DOLLARS AND EIGHTY CENTS (\$23,333,592.80) (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 2 “Term of Agreement” of the Master Agreement is amended to extend the term of the Agreement for five (5) additional one-year periods, from January 1, 2020 through December 31, 2025.
3. Section 3 “No Commitment for Future Purchases” of the Master Agreement is amended to add the following sentence at the end of the paragraph: “Any Order Form or Statement of Work which requires mutual execution may be executed by the City by the Chief Information Officer or their designee.”
4. All references in the Agreement to the EU-U.S. and Swiss-U.S. Safe Harbor Frameworks or certification under such frameworks are hereby deleted.
5. The Data Processing Exhibit attached to the Master Subscription Agreement is deleted in its entirety, including any exhibits, appendices and/or attachments, and replaced with the Data Processing Exhibit attached to this Amendment.
6. The following definitions are hereby added to the Master Subscription Agreement and replace any existing definition:

**“Subscription Service Fee”** means all amounts invoiced and payable by Customer for the Service.

7. The following is hereby added to Section 2.5 “Taxes”:

*“Taxes shall be computed based on Customer’s address listed in the first paragraph of this Agreement which will be used as the ship-to address for all Order Form.”*

8. Section 9.1 of the Agreement “Term of Agreement and Subscription” is hereby deleted in its entirety and replaced with the following:

**“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.”*



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9. The following is the updated information to be used by Customer when sending notices to Workday pursuant to the Agreement: 6110 Stoneridge Mall Road, Pleasanton, CA 94588, USA to the attention of General Counsel with a copy to legal@workday.com.

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.



## DATA PROCESSING EXHIBIT

This Data Processing Exhibit (“**DPE**”) is an exhibit to the Master Subscription Agreement and any Professional Services Agreement between Workday and Customer (as the case may be, the “**Agreement**”), and sets forth the obligations of the parties with regard to the Processing of Personal Data pursuant to such Agreement.  
Designated Data Center Location: United States

### 1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the Master Subscription Agreement and/or exhibits thereto.

“**Additional Products**” means products, services and applications (whether made available by Workday or a third party) that are not part of the Service.

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

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

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller.

“**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, the GDPR, and implementations of the GDPR into national law.

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

“**EEA**” means the European Economic Area.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679.

“**Personal Data**” means any Customer Data that relates to (i) an identified or identifiable natural person or, (ii) an identified or identifiable legal entity, where such information is protected similarly as personal data under applicable Data Protection Laws.

“**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.

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

“**Valid Transfer Mechanism**” means a data transfer mechanism permitted by the GDPR as a lawful basis for transferring Personal Data to a recipient outside the EEA.

### 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 Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor.

**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 Service in accordance with the Agreement (including this DPE). Customer may provide additional instructions to Workday to Process Personal Data,

## **DATA PROCESSING EXHIBIT**

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.

**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. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer's industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

### **3. Subprocessors**

**3.1 Use of Subprocessors.** Customer agrees that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate shall ensure 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 through Workday's customer website a list of Subprocessors (currently located at: <https://community.workday.com>) authorized to Process Personal Data ("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 the EEA or Switzerland 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 the Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and the Customer may immediately discontinue using the relevant portion(s) of the Service and may terminate the relevant portion(s) of the 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 Service that were to be provided after the effective date of termination.

### **4. Data Center Location and Data Transfers**

**4.1 Storage of Personal Data.** Personal Data will be housed in data centers located in the Designated Data Center Location set forth herein unless the parties otherwise expressly agree in writing.

**4.2 Access to Personal Data.** Notwithstanding Section 4.1, in order to provide the Service Workday and its Subprocessors will only access Personal Data from (i) countries in the EEA, (ii) countries or territories formally recognized by the European Commission as providing an adequate level of data protection ("Adequate Countries") and (iii) the United States provided, in this case, that Workday makes available to Customer a Valid Transfer Mechanism. When Workday or its Subprocessors access Personal Data from outside the Designated Data Center Location for the purposes set forth above, Customer agrees that Personal Data may be temporarily stored in that country.

**4.3 Privacy Shield.** Workday, Inc. is self-certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce ("Privacy Shield") and complies with their requirements for handling, collecting and transferring Personal Data from the EEA and Switzerland to the United States in connection with the Service. Workday will remain certified for the term of the Agreement provided that the Privacy Shield is recognized as a Valid Transfer Mechanism.



## **DATA PROCESSING EXHIBIT**

### **5. Rights of Data Subjects**

**5.1 Correction, Deletion or Restriction.** Workday will, at its election and as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability within the Service to correct or delete Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions on Customer's behalf if such functionality is not available within the Service.

**5.2 Access to Personal Data.** To the extent a Data Subject's Personal Data is not accessible to Customer through the Service, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

**5.3 Handling of Data Subject Requests.** For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion or restriction of that person's Personal Data ("**Data Subject Request**"). If Workday receives a Data Subject Request, Workday will promptly redirect the Data Subject to submit its request to Customer.

**5.4 Data Portability.** During the term of the Agreement, Customer may extract Personal Data from the Service in accordance with the Documentation and the relevant provisions of the Agreement, including so that Customer can provide the Personal Data to an individual who makes a data portability request under the GDPR.

### **6. Government Access Requests**

Unless prohibited by applicable law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by government agency or law enforcement authority for access to or seizure of Personal Data.

### **7. Workday Personnel**

Workday shall take reasonable steps to 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 shall survive the termination of employment.

### **8. Personal Data Breach.**

In the event Workday becomes aware of a Personal Data Breach it shall without undue delay notify Customer in accordance with the Security Breach provisions of the Master Subscription Agreement. 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.

### **9. Security Program.**

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

### **10. Audit**

Customer agrees that Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 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. In the event that Customer, a regulator, or supervisory authority requires additional information, including information

## DATA PROCESSING EXHIBIT

necessary to demonstrate compliance with this DPE, or an audit related to the Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

### **11. Return and Deletion of Personal Data**

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

### **12. Additional Products**

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then by such actions Customer is instructing Workday to cause the Service to allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator. This DPE does not apply to the Processing of Personal Data by Additional Products which are not part of the Service.

### **13. Additional European Terms**

**13.1 Subject-Matter, Nature, Purpose and Duration of Data Processing.** Workday will Process Personal Data to provide the Service (operation and maintenance of a software-as-a-service application). The duration of Processing Personal Data shall be for the term of the Agreement.

**13.2 Types of Personal Data and Categories of Data Subjects.** The types of Personal Data and categories of Data Subjects are set forth in Addendum 1 hereto.

**13.3 Data Protection Impact Assessments and Prior Consultations.** Customer agrees that Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to carry out Customer's data protection impact assessments and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program.

### **14. Professional Services**

Notwithstanding any provision to the contrary in this DPE, this Section 14 shall control with respect to Professional Services. For purposes of interpreting the DPE terms for the Professional Services, "Agreement" means Professional Services Agreement, and "Service" means Professional Services.

#### **14.1 Definitions**

The following definitions apply to Professional Services.

**"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 Foundation Tenant Service Terms, the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

**"Professional Services"** means the professional or consulting services provided to Customer under a Professional Services Agreement.

**"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 the Workday Service, or Customer Data accessed within or extracted from the Customer's tenant to perform the Professional Services.

## **DATA PROCESSING EXHIBIT**

“**Personal Data**” means any Professional Services Data that is related to an identified or identifiable person.

“**SOW**” means any separate statement of work or other document under which Workday agrees to provide Professional Services, that has been fully executed by the parties and is subject to a Professional Services Agreement.

“**SFTP Server**” means a secure file transfer protocol server or its successor provided and controlled by Workday that may be used to transfer the Professional Services Data between Customer and Workday for implementation purposes.

### **14.2 Notification of New Subprocessors**

*This Section supersedes Section 3.2 “Notification of New Subprocessors” regarding Professional Services, except that Section 3.2 continues to apply to Workday’s use of its Affiliates on the Subprocessor List as Subprocessors for Professional Services:*

**Notification of New Subprocessors.** Workday shall make available to Customer on Workday Community (<https://community.workday.com>) a list of additional Subprocessors authorized to Process Personal Data (“**Professional Services Subprocessor List**”) and provide Customer with a mechanism to obtain notice of any updates to the Professional Services 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 Professional Services Subprocessor List.

### **14.3 Subprocessor Objection Right**

*This Section supersedes Section 3.3 “Subprocessor Objection Right” regarding Professional Services, except that Section 3.3 continues to apply to any objection by Customer of Workday’s use of its Affiliates on the Subprocessor List, as Subprocessors for Professional Services:*

**Subprocessor Objection Right.** This Section 14.3 shall apply only where and to the extent that Customer is established within the EEA or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. Provided the Customer has reasonable grounds relating to data protection, Customer may object to Workday’s use of a third-party Subprocessor in two ways: (i) Prior to executing an SOW, Customer may review the then-published Professional Services Subprocessor List and note any objections in the applicable SOW; or (ii) For a new Subprocessor added to the Professional Services Subprocessor List, within fourteen (14) days following Workday’s notification pursuant to Section 14.2 above, Customer may object by providing written notice of such objection to Workday pursuant to the Agreement.

### **14.4 SFTP Server Location**

*This Section supersedes Section 4.1 “Storage of Personal Data” regarding Professional Services:*

**SFTP Server Location.** The SFTP Server will be housed in data centers located in the Designated Data Center Location unless the parties otherwise expressly agree in writing.

### **14.5 Processing Professional Services Data**

*This Section supersedes Section 4.2 “Access to Personal Data” regarding Professional Services:*

**Processing Professional Services Data.** To provide the Professional Services, Workday and its Subprocessors will only Process Personal Data in (i) countries in the EEA and (ii) countries formally recognized by the European Commission as providing an adequate level of data protection (“**Adequate Countries**”); and provided Workday makes available to Customer a Valid Transfer Mechanism, (iii) the United States, and (iv) other countries where Customer and/or its Affiliates are located, and (v) other countries as agreed by the parties in writing.

### **14.6 Correction, Deletion or Restriction**

*This Section Supersedes Section 5.1 “Correction, Deletion or Restriction” regarding Professional Services:*

## DATA PROCESSING EXHIBIT

**Correction, Deletion or Restriction.** Workday will, at its election and as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability on the SFTP Server to correct or delete Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions on Customer's behalf if such functionality is not available on the SFTP Server.

### **14.7 Access to Personal Data**

*This Section supersedes Section 5.2 "Access to Personal Data" regarding Professional Services:*

**Access to Personal Data.** To the extent a Data Subject's Personal Data is not accessible to Customer through the SFTP Server, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

### **14.8 Data Portability**

*This Section supersedes Section 5.4 "Data Portability" regarding: Professional Services:*

**Data Portability.** Customer may extract Personal Data from the SFTP Server in accordance with the Documentation.

### **14.9 Audit**

*This Section supersedes Section 10 "Audit" regarding Professional Services:*

**Audit.** In the event that Customer, a regulator, or data protection authority requires an inspection or audit relating to the Professional Services that Customer cannot obtain through its own access to the SFTP Server or Professional Services Data, such inspection and/or audit shall be made available in accordance with Workday's Customer Audit Program.

### **14.10 Deletion of Professional Services Data**

*This Section supersedes Section 11 "Return and Deletion of Personal Data" regarding Professional Services:*

**Deletion of Professional Services Data.** Subject to the Customer's prior written request, Workday will delete the Professional Services Data by deletion of Customer's files on the SFTP Server; provided, however, that Workday will not be required to remove copies of the Professional Services 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 Professional Services Data in accordance with this DPE.

### **14.11 Data Protection Impact Assessments and Prior Consultations**

*This Section supersedes Section 13.3 "Data Protection Impact Assessments and Prior Consultations" regarding Professional Services:*

**Data Protection Impact Assessments and Prior Consultations.** In the event that Customer requires additional assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Professional Services that Customer cannot obtain through its own access to the SFTP Server or Professional Services Data, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program.

## **15. General Provisions**

**15.1 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 issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

### **15.2 (Deleted by the Agreement of the Parties)**



## **DATA PROCESSING EXHIBIT**

**15.3 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.

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

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

- i. the 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.

**15.6 Remedies.** Customer's remedies (including those of its Affiliates) with respect to any breach by Workday or its Affiliates of the 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 (the "**Liability Cap**"). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap, except with respect to the exclusions listed in Section 5.2 of the Agreement.

**15.7 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.

## **DATA PROCESSING EXHIBIT**

### **Addendum 1**

#### **Data subjects**

Prospective, current and former employees and other workers, as well as related persons.

#### **Categories of data**

- **Prospective, current and former employee data:** Such employee data as is necessary for human resources and benefits processing, including name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address data; instant messenger data; home and work email address); marital status; ethnicity; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; religion information; birth date and birth place; gender; disability information; 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.
- **Related person's data:** 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).

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**Contract Control Number:** TECHS-201952711-01 (Alfresco No. TECHS-201523140-01)  
**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-201952711-01 (Alfresco No. TECHS-201523140-01)  
WORKDAY INC

**WORKDAY, INC.**

(Renewal Subscription Order Form # 202815, Prism Analytics  
Order Form #202647 and MSA Renewal Amendment #1)

By: *Robynne D Sisco*  
Robynne D Sisco (Dec 16, 2019)

Name: Robynne D Sisco

Title: Co- President & CFO

Date: Dec 16, 2019

Approved as to Legal Form by (for MSA Renewal Amendment #1):

By: *Rick Oleka*  
Rick Oleka (Dec 16, 2019)

**Contract Control Number:**  
**Contractor Name:**

TECHS-201952711-01 (Alfresco No. TECHS-201523140-01)  
WORKDAY INC

**WORKDAY, INC.**

(Platinum Customer Success Package Order Form # 203212)

By: *Kim Latkiewicz*  
Kim Latkiewicz (Dec 17, 2019)

Name: Kim Latkiewicz

Title: VP, Customer Success

Date: Dec 17, 2019



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**ORDER FORM # 00202815.0  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

<b>Customer Name</b>	City and County of Denver
<b>MSA Effective Date</b>	July 24, 2015
<b>Order Effective Date</b>	December 31, 2019
<b>Order Term</b>	December 31, 2019 through December 30, 2024
<b>Order Term in Months</b>	60
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	10,911,934

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	2,182,386
2	Due on the first anniversary of the Order Term start date	2,182,387
3	Due on the second anniversary of the Order Term start date	2,182,387
4	Due on the third anniversary of the Order Term start date	2,182,387
5	Due on the fourth anniversary of the Order Term start date	2,182,387
	<b>Total Subscription Fees</b>	<b>10,911,934</b>

Baseline FSE Worker Count by SKU		
SKU	Service	Baseline FSE Worker Count for Order Term
HCM	Human Capital Management	12,525
CCB	Cloud Connect for Benefits	12,525
USP**	Payroll for United States	12,525
PRJT	Projects	1,000
EXP	Expenses	1,200
PRO	Procurement	2,000
FIN*	Core Financials	12,525
GM*	Grants Management	12,525
LRN*	Learning	12,525
MCNF*	Media Cloud – No Fee	12,525
REC*	Recruiting	12,525

*\* Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCM minus Former Workers with Access.*

*\*\* Customer agrees that at all times, the aggregate total number of Additional FSE Workers for Payroll for all Workday Payroll applications and Cloud Connect for Third Party Payroll must be equal to the then-current number of Permitted FSE Workers for HCM minus Former Workers with Access.*

Translations	Number of Language Translations
Number of Translations	All available

Customer Information	Billing Contact, In Care of
Contact Name	Accounts Payable
Street Address	1437 Bannock Street
City/Town, State/Region/County, Zip/Post Code	Denver, CO 80202-5337
Country	United States
Phone/Fax #	(720) 913-5500
Email (required)	<a href="mailto:TSFinance@denvergov.org">TSFinance@denvergov.org</a>

This Order Form is only valid and binding on the parties when executed by both parties, and its validity is conditioned on Customer executing the Amendment #1 to the Master Agreement referenced above. This Order Form is subject to the terms in the MSA, and the additional terms in the attached Addenda and exhibit. Customer is



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purchasing the Service that is currently available. The parties acknowledge and agree that on December 30, 2019, Order Form #82261 with an Order Effective Date of July 31, 2015, Order Form #100019 with an Order Effective date of February 1, 2017, Order Form #141721 with an Order Effective date of January 31, 2018 and Order Form #157146 with an Order Effective date of June 29, 2018, between Customer and Workday, will expire with no further force or effect. Upon such expiration, this Order Form will govern Customer's use of the Service, as defined above.

All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

**ADDENDUM A  
ADDITIONAL ORDER FORM TERMS**

**1. General.** Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. References to “annual” or “year” in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the “Baseline FSE Worker Count by SKU” table (“FSE Workers”). FSE Workers may not be decreased during the Order Term.

**2. FSE Workers Calculation.** FSE Workers are calculated by categorizing each Customer worker to one of the worker category below, multiplying the Worker number by the applicable percentage rate, and then adding totals for each category of worker.

**Sample Total FSE Worker Calculation:**

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
<b>Totals:</b>	<b>2,600</b>		<b>2,138</b>

The Service may be used by Customer only for the following categories of Employees/Workers:

“**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.

Static Records related to former Workers may be maintained in the Service but shall be excluded from the calculation of FSE Workers. A “Static Record” is a record in the Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are “Active Records”.

**3. Growth.** Customer must run a report 60 days prior to each anniversary of the Order Term start date to establish the number of Active Records per SKU (“**Annual Reporting**”) and report the numbers no later than 30 days prior to the anniversary of the Order Term start date, (“**Annual Reporting Date**”). If Customer has any one-time addition of workers (e.g., M&A) that would increase FSE Workers by 5% or more (“**Growth Event**”), Customer must report the number of additional workers 30 days prior to the date the workers are added to the Service (“**Growth Event Reporting Date**”). In each case, Customer must report the numbers to [subscriptions@workday.com](mailto:subscriptions@workday.com) and Workday will determine the extent that the reported numbers exceed FSE Workers by applying the calculation described in Section 2 (such excess, “Additional FSE Workers”).





Annual Fee per Additional FSE Worker per SKU	
HCM	40.42
CCB	12.13
USP	30.31
LRN	15.70
PRJT	40.42
EXP	27.48
PRO	16.28
FIN	40.42
GM	12.13
REC	14.68
MCNF	No Fee

Customer agrees to pay fees for the “Additional FSE Worker per SKU”, in accordance with the table above, to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers are added to the Service after a Growth Event Reporting Date, through the subsequent anniversary date (each a “Reporting Period”) at the Annual Fee per Additional FSE Worker per SKU set forth above. If there are Additional FSE Workers for the HCM SKU, then such Additional FSE Workers shall also automatically be applicable to any SKU marked with \* in the Baseline FSE Worker Count by SKU table.

**4. Renewal.**

By providing written notice to Workday prior to the end of the Order Term, Customer may elect to continue use of the Service by renewing this Order Form for a single three-year renewal term beginning at the end of the Order Term (“Renewal Term”) at the stated rate(s):

Renewal Term Years	Annual Renewal Subscription Fees
1 <sup>st</sup> year of Renewal Term	(Base Subscription Fee) x (1.03 + CPI)
2 <sup>nd</sup> year of Renewal Term	(1 <sup>st</sup> year of Renewal Subscription Fee) x (1.03 + CPI)
3 <sup>rd</sup> year of Renewal Term	(2 <sup>nd</sup> year of Renewal Subscription Fee) x (1.03 + CPI)

The “Base Subscription Fee” means the Total Subscription Fee for the Order Term divided by the number of months in the Order Term multiplied by 12. The Base Subscription Fee covers only the number of FSE Workers in the Permitted Baseline FSE Worker Count set forth on this Order Form. In addition to the Annual Renewal Subscription Fees, Customer will pay any applicable Subscription Fees for Additional FSE Workers for each Renewal Year based on the New Permitted FSE Workers as of the FSE Count Date just prior to the start of the applicable Renewal Term. For the Renewal Term, the Subscription Fee per Additional FSE Worker rate will be the average of the increased annual rate for the Renewal Years (reflecting the same percentage rate that the annual Subscription Fee increased from the Base Subscription Fee for the corresponding Renewal Year as shown in the table above but taken as an average to be applicable for the entire Renewal Term). Fees for each Renewal Year are due by the first day of the corresponding Renewal Year. Renewals will be documented with a new Order Form.

“CPI” means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

**5. Service Credits.** Workday will provide SLA Service Credits as set forth in the Agreement.

**6. Option to Acquire Additional Service Applications.**

At any time prior to the second anniversary of this Order Effective Date (the “Option Expiration Date”), Customer may acquire a subscription for the specific applications listed below for at least the minimum permitted number of FSE Workers as set forth below at the annual subscription fee rate set forth below. Any standard applicable terms of subscription for the Service applications acquired will apply. If Customer elects to exercise its option under this



section, Customer will provide Workday with written notice by the Option Expiration Date and 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	Minimum Number of Permitted FSE Workers	Fees per FSE Worker (Annualized Rate)
TT	Time Tracking	12,525	19.46

**Option to Acquire Learning for Extended Enterprise.**

At any time prior to the second anniversary of this Order Effective date (the “**Option Expiration Date**”), Customer may acquire a subscription for the Learning for Extended Enterprise Service application (“LRNXE”) at an annual subscription fee rate of USD \$20,000 for up to one thousand (1,000) Extended Learners. Any standard applicable terms of subscription for LRNXE will apply. If Customer elects to exercise its option under this section, Customer will provide Workday with written notice by the Option Expiration Date and 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. Customer understands that LRNXE is not generally available as of the Order Effective Date and any option to acquire LRNXE will apply only if and when such application becomes generally available. Customer understands that the naming and functional description for LRNXE is not yet finalized and is subject to change.



## ADDENDUM B WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

### **Human Capital Management**

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday 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).

### **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.

### **Workday Payroll for US**

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.

### **Workday Payroll for Canada**

Workday Payroll for Canada supports the creation and management of Payroll for Canadian employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, income withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Create record of employment data. 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.

### **Workday Payroll for the United Kingdom**

Workday Payroll for the United Kingdom supports the creation and management of Payroll for United Kingdom employees. Configure earnings, deductions, accumulations, and balances. Manage worker payment elections and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Identify company tax data. Manage worker tax, national insurance, student loan and court order deductions and statutory payments associated to birth and adoption. Manage standard employee tax reporting including RTI.

### **Workday Payroll for France**

Workday Payroll for France supports the creation and management of Payroll for French employees. Configure earnings, deductions, accumulations, and balances. Calculate, review/audit, and complete payrolls and settlement runs. Manage URSSAF, pôle emploi and ARRCO-AGIRC contributions, loans and advances, and withholding orders deductions. Create and manage Healthcare/Disability/Contingency “Prévoyance” contributions. Manage DSN reporting.

### **Cloud Connect for Third-Party Payroll**

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).

**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.

**Time Tracking Hub**

Time Tracking Hub supports an organization that requires time data to be collected, calculated, and approved in an external third party time system, and then enables such data to be loaded into Workday solely for reporting, payroll, and billing purposes. Only the following features may be used: Import Time Blocks, Admin Entry Access, Mass Submit / Mass Advance, Payroll/Billing Integration, and Time Reporting. Time Tracking Hub may not be used for collecting, calculating/validating or approving time and no self-service features for employees or managers may be used.

**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, initiatives, and work efforts.

**Project Billing**

Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

**Learning**

Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

**Learning for Extended Enterprise**

Learning for Extended Enterprise extends functionality of Workday Learning to individuals not included in Customer's active workforce. This SKU requires an active subscription to Workday Learning.

**Media Cloud**

Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.

**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 support for 'punchout' to suppliers.

**Procurement**

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. 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.

**Inventory**

Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using



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automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

### **Core Financials**

Workday 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.

### **Planning**

Workday Planning enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes. Workday Planning includes the ability to create baseline budgets, planning models, and forecast scenarios.

### **Recruiting**

Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

### **Prism Analytics**

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.

### **Prism Analytics Capacity Unit**

A Workday Prism Analytics Capacity Unit increases the licensed Workday Prism Analytics limits for both Published Data Rows and Data Storage for a particular Tenant for the remainder of the applicable Order Term.



## WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

### 1. Permitted Scope of Use

Customer may use Workday Learning only for the internal business purposes of Customer and its Affiliates for training and developing its internal workforce limited to its Employees or Workers having an active record in the HCM Service and that are included in the number of Permitted FSE Workers in a current Order Form. If and when Learning is available for use by Customer's external users, Customer may elect to purchase such functionality subject to additional fees and applicable terms. Learning includes unlimited storage for Media Cloud Content (defined in the Media Cloud Terms Addendum) for Customer's learning programs and unlimited bandwidth. All use of Media Cloud, both with Learning and with any other Service applications, is subject to the terms and conditions set forth in the Media Cloud Terms Addendum.

### 2. Course Content

Workday Learning provides Customer with the opportunity to build and promote to its workforce customized learning programs, lessons, and campaigns created through use of the Workday Learning Service ("**Courses**"). Courses may include links to or otherwise incorporate Media Cloud Content. Customer is solely responsible for all content of Courses it creates in Workday Learning, including any related Media Cloud Content ("**Course Content**"). Customer must obtain and maintain all necessary rights, consents, permissions and licenses to transfer, convert, input or upload Course Content into Workday Learning and to publish, broadcast, and otherwise make any such Course Content available to its users. Customer is responsible for obtaining all applicable licenses and authorizations for streaming or displaying Course Content to its users in any and all locations from which Customer's users access the Workday Service. To the extent Customer is not the sole owner of any Course Content, Customer is solely responsible for complying with the content owner's applicable terms of use and all Laws applicable to use of such Course Content, both from where Course Content is accessed and where Course Content is displayed. Customer agrees to, without waiving any rights and immunities granted under the Colorado Governmental Immunity Act, be responsible for all Course Content or Customers' violation of the applicable Acceptable Use Policies (defined in the Media Cloud Terms Addendum). Customer grants Workday, its service providers and subcontractors, and its and their Affiliates, all right and licenses to access, publish and use Course Content for the purposes of providing the Learning Service and/or to comply with the Laws or requests of a governmental or regulatory body.

### 3. Additional Support Location for Workday Learning

Customer understands and agrees that Workday may provide support for Learning from Canada, including access to Customer's Tenants in connection with such support.

**WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM**

These Workday Media Cloud Additional Terms and Conditions (“**Media Cloud Terms**”) apply only to Workday’s Media Cloud. Unless otherwise defined, capitalized terms used in these Media Cloud Terms have the same meaning as set forth in the MSA. These Media Cloud Terms, which are subject to and governed by the MSA except as otherwise set forth herein, apply to Media Cloud and Media Cloud Content (as defined below). The parties expressly agree that these Media Cloud Terms apply uniquely to Media Cloud and Media Cloud Content and do not in any way amend the terms of the MSA

**1. Provision of Media Cloud.** “**Media Cloud**” consists of Workday’s storage, encoding, caching, playback, streaming, and related service components for Media Cloud Content as provided by Workday for customers of the Workday Service. Media Cloud components are hosted or delivered by third party service providers using cloud infrastructure. Customer authorizes and grants Workday the rights to use Amazon Web Services, Inc. (“**AWS**”), International Business Machines Corporation (“**IBM**”) and Akamai Technologies, Inc (“**Akamai**”) as the initial third-party service providers of Media Cloud. Customer understands that Workday may change its Media Cloud service providers or move all or additional portions of Media Cloud into a Workday hosted co-location data center. Prior notice of a change to any new third-party service providers will be provided through Workday’s standard customer communication method (i.e. Community posts, customer care notification, etc.). Workday is not required to escrow third party source code that is used in providing the Media Cloud services.

**2. Media Cloud Content.** Media Cloud Content is Confidential Information subject to the MSA. “**Media Cloud Content**” means:

- (a) all video, audio, live stream and packaged e-learning content (such as SCORM, AICC, xAPI, CMI-5 or other formats) (referred to herein as “**Packaged Media Content**”) either (i) uploaded by or for Customer to Media Cloud through any Workday Service application including Workday Drive, (ii) recorded or created by or for Customer within a Workday Service application using any Media Cloud features, or (iii) auto-generated by Media Cloud in connection with (i) or (ii) in this subsection;
- (b) any images, thumbnails, closed-captions, text transcripts, presentation slides, tracking data, annotations, questions, responses, and other metadata related to any Media Cloud Content listed in Section 2(a); and
- (c) all content retrieved by Media Cloud from a third-party API that is either publicly available or for which Customer has obtained and provided valid credentials to the Workday Service to import such content into Media Cloud.

**3. Player for Packaged Media Content.** Workday Media Cloud offers an optional “**Player for Packaged Media Content**”. The Player for Packaged Media Content is not part of the Workday Service and is not covered under Workday’s existing audit reports, any Workday security exhibit(s), data processing terms, or the Workday Customer Audit Program. Workday will provide support for the Player for Packaged Media Content consistent with Workday’s standard support policy. Customer is licensed to use the Player for Packaged Media Content solely in support of Customer’s use of the Learning Service. “**Packaged Media Content User Interaction Data**” means data relating to user interactions with Packaged Media Content, including but not limited to, start/stop course activity, quiz responses, and interactions with page elements.

**4. Customer Rights and Obligations.** Customer may use Media Cloud only in connection with authorized use of Workday Service applications for the benefit of Customer and its Affiliates covered under a current subscription with Workday. Customer agrees to use Media Cloud in accordance with these Media Cloud Terms. Customer is solely responsible for: (a) obtaining and/or verifying it has all licenses, consents, rights, permits, and authorizations necessary for transferring, uploading, publishing, broadcasting, streaming and displaying Media Cloud Content in all locations from which Customer’s or its Affiliate’s users access the Workday Service and for the public use of external sites as referenced above; (b) to the extent Customer is not the sole owner of any Media Cloud Content, complying with the content owner’s applicable terms of use; (c) complying with and ensuring its Affiliates and all of their users comply with the Media Cloud AUPs (as defined below); (d) complying with and ensuring its Affiliates and all of their users comply with all Laws applicable to use of Media Cloud Content, both from where Media Cloud Content is accessed and where Media Cloud Content is displayed; and (e) the transfer of personal data or other sensitive data to Media Cloud. Customer further agrees: (i) Media Cloud is not intended for storage or transmission of sensitive personal data or, credit card data; (ii) to not upload or transmit Protected Health Information as defined in 45 C.F.R. §160.103 (“**PHI**”) in or to Media Cloud; and (iii) without waiving any rights and immunities granted under the Colorado Governmental Immunity Act, be responsible for any Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates or its users. Content provided by Workday and third parties, as well as content catalog listing information, is not part of the Workday Service, and such content may only be used subject to the content provider’s terms of use and privacy policies.

**5. Media Cloud AUPs.** “Media Cloud AUPs” means, collectively: (a) the AWS Acceptable Use Policy applicable to the use of Amazon Web Services’ platform, the current version found at <http://aws.amazon.com/aup> and which is subject to change at the discretion of the service provider; (b) the Akamai Acceptable Use Policy applicable to the use of Akamai’s content delivery network, the current version found at <https://www.akamai.com/us/en/privacy-policies/acceptable-use-policy.jsp> and which is subject to change at the discretion of the service provider; and (c) Workday’s Learning and Media Cloud AUP, the current version found at <https://community.workday.com/aup-learning> and which is subject to change at the discretion of Workday. Workday may suspend Customer’s access to Media Cloud at any time if Workday reasonably believes that Customer has or intends to violate these Media Cloud Terms, which may include instances where Workday or its suppliers reasonably believes that Customer has or intends to violate the Media Cloud AUPs. To the extent practicable, Workday will only suspend Customer’s right to access or use the instances, data (including Media Cloud Content), or portions of Media Cloud that caused the suspension. Customer agrees that any such suspension or termination will not be deemed a breach of the MSA by Workday. Customer agrees to cooperate with Workday and its service providers in the investigation of any actual or alleged violation of any Media Cloud AUP.

**6. Ownership and Reservation of Rights.** As between Workday and Customer, Customer retains all ownership in the Media Cloud Content uploaded to Media Cloud by any Authorized Party of Customer. Notwithstanding the foregoing, Workday or its suppliers retain all ownership in Media Cloud Content that it makes available for Customer use. Workday is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Customer. Workday and its suppliers retain all ownership in all components of Media Cloud. Customer is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Workday.

**7. Security.** Workday has implemented and will maintain appropriate technical and organizational measures designed to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to, as set forth in the Workday Universal Security Exhibit at [www.workday.com/content/dam/web/en-us/documents/legal/workday-universal-security-exhibit.pdf](http://www.workday.com/content/dam/web/en-us/documents/legal/workday-universal-security-exhibit.pdf) (the “**Workday Universal Security Exhibit**”). Media Cloud, including the AWS, IBM, and Akamai operations and facilities, are not covered under any of Workday’s existing audit reports. Primary storage of Media Cloud Content is on AWS, which employs encryption at rest for Media Cloud Content, taking into account available technology. Currently, Media Cloud Content and Packaged Media Content User Interaction Data that traverses through Akamai uses Transport Layer Security (TLS). Media Cloud Content and Packaged Media Content User Interaction Data is not encrypted at rest when temporarily cached in Akamai in connection with content delivery. For the avoidance of doubt, Media Cloud Content (including, but not limited to, Packaged Media Content) will not be considered Customer Data (or equivalent term in the MSA).

**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 [www.workday.com/content/dam/web/en-us/documents/legal/workday-universal-data-processing-exhibit.pdf](http://www.workday.com/content/dam/web/en-us/documents/legal/workday-universal-data-processing-exhibit.pdf) (the “**Workday Universal DPE**”). Workday’s EU Access Policy does not apply to Media Cloud.

**9. Support.** Customer understands and agrees that (a) Workday may provide support for Media Cloud from Canada, in addition to other Workday support locations, including access to Customer’s Media Cloud Content in connection with such support and (b) to the extent Customer elects to use any third party tool or website to diagnose and troubleshoot any issues with Customer’s Media Cloud Content or use of Media Cloud, even if recommended by Workday, Customer shall, without waiving any rights and immunities granted under the Colorado Governmental Immunity Act, be responsible for Customer’s use of any such third party tool or website.

**10. Media Cloud Term and Termination.** Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached (the “**Order Form**”), unless earlier terminated as provided herein, these Media Cloud Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA (the “**Term**”). If Customer’s right to use the Learning Service has expired or terminated, then either Party may terminate these Media Cloud Terms by providing formal written notice in accordance with the notice requirements in the MSA. As of the effective date of termination of these Media Cloud Terms: (a) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (b) Customer will no longer provide any Media Cloud Content; and (c) Workday will delete all of Customer’s Media Cloud Content in a timely manner. Except for Customer’s right to use Media Cloud, the provisions herein shall survive any termination or expiration of these Media Cloud Terms. Customer understands that Media Cloud Terms must be in place for Customer to use certain features of other Workday Service applications, such as Learning.





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ORDER FORM # 00202647.0  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)

<b>Customer Name</b>	City and County of Denver
<b>MSA Effective Date</b>	July 24, 2015
<b>Order Effective Date</b>	December 31, 2022
<b>Order Term</b>	December 31, 2022 through December 30, 2024
<b>Order Term in Months</b>	24
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	465,764

Payment #	Payment Due Date	Payment Amount
1	Due December 31, 2022, invoiced in accordance with the MSA	232,882
2	Due on the first anniversary of the Order Term start date	232,882
	<b>Total Subscription Fees</b>	<b>465,764</b>

Baseline FSE Worker Count by SKU		
SKU	Service	Baseline FSE Worker Count for Order Term
PRA*	Prism Analytics	12,525

*\* Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCM minus Former Workers with Access.*

Translations	Number of Language Translations
Number of Translations	All available

Customer Information	Billing Contact, In Care of
Contact Name	Chris Binnicker
Street Address	1437 Bannock Street
City/Town, State/Region/County, Zip/Post Code	Denver, CO 80202-5337
Country	United States
Phone/Fax #	(720) 913-4972
Email (required)	chris.binnicker@denvergov.org

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the terms in the MSA, as amended, and the additional terms in Addendum A attached hereto. Customer is purchasing the Service that is currently available. The parties acknowledge and agree that on December 30, 2022, Order Form #183876 between Customer and Workday dated April 26, 2019 will expire with no further force or effect. Prism Analytics is also subject to the terms in Addendum C attached hereto. Upon such expiration, this Order Form will govern Customer’s use of the Service, as defined above.

All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).



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IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date, defined above.



**ADDENDUM A  
ADDITIONAL ORDER FORM TERMS**

**1. General.** Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. References to “annual” or “year” in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the “Baseline FSE Worker Count by SKU” table (“FSE Workers”). FSE Workers may not be decreased during the Order Term.

**2. FSE Workers Calculation.** FSE Workers are calculated by categorizing each Customer worker to one of the worker category below, multiplying the Worker number by the applicable percentage rate, and then adding totals for each category of worker.

**Sample Total FSE Worker Calculation:**

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
<b>Totals:</b>	<b>2,600</b>		<b>2,138</b>

The Service may be used by Customer only for the following categories of Employees/Workers:

“**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.

Static Records related to former Workers may be maintained in the Service but shall be excluded from the calculation of FSE Workers. A “Static Record” is a record in the Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are “Active Records”.

**3. Growth.** Customer must run a report 60 days prior to each anniversary of the Order Term start date to establish the number of Active Records per SKU (“**Annual Reporting**”) and report the numbers no later than 30 days prior to the anniversary of the Order Term start date (“**Annual Reporting Date**”). If Customer has any one-time addition of workers (e.g., M&A) that would increase FSE Workers by 5% or more (“**Growth Event**”), Customer must report the number of additional workers 30 days prior to the date the workers are added to the Service (“**Growth Event Reporting Date**”). In each case, Customer must report the numbers to [subscriptions@workday.com](mailto:subscriptions@workday.com) and Workday will determine the extent that the reported numbers exceed FSE Workers by applying the calculation described in Section 2 (such excess, “Additional FSE Workers”).



Annual Fee per Additional FSE Worker per SKU	
PRA	18.59

Customer agrees to pay fees for the “**Additional FSE Worker per SKU**”, in accordance with the table above, to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers are added to the Service after a Growth Event Reporting Date, through the subsequent anniversary date (each a “**Reporting Period**”) at the Annual Fee per Additional FSE Worker per SKU set forth above. If there are Additional FSE Workers for the HCM SKU, then such Additional FSE Workers shall also automatically be applicable to any SKU marked with \* in the Baseline FSE Worker Count by SKU table.

Subscription Fees for Additional FSE Workers are due in accordance with the terms of the Agreement. An Order Form will be required to document annual fees due pursuant to this section.

**4. Renewal.**

By providing written notice to Workday prior to the end of the Order Term, Customer may elect to continue use of the Service by renewing this Order Form for a single three-year renewal term beginning at the end of the Order Term (“**Renewal Term**”) at the stated rate(s):

Renewal Term Years	Annual Renewal Subscription Fees
1 <sup>st</sup> year of Renewal Term	(Base Subscription Fee) x (1.05 + CPI)
2 <sup>nd</sup> year of Renewal Term	(1 <sup>st</sup> year of Renewal Subscription Fee) x (1.05 + CPI)
3 <sup>rd</sup> year of Renewal Term	(2 <sup>nd</sup> year of Renewal Subscription Fee) x (1.05 + CPI)

The “**Base Subscription Fee**” means the Total Subscription Fee for the Order Term divided by the number of months in the Order Term multiplied by 12. The Base Subscription Fee covers only the number of FSE Workers in the Permitted Baseline FSE Worker Count set forth on this Order Form. In addition to the Annual Renewal Subscription Fees, Customer will pay any applicable Subscription Fees for Additional FSE Workers for each Renewal Year based on the New Permitted FSE Workers as of the FSE Count Date just prior to the start of the applicable Renewal Term. For the Renewal Term, the Subscription Fee per Additional FSE Worker rate will be the average of the increased annual rate for the Renewal Years (reflecting the same percentage rate that the annual Subscription Fee increased from the Base Subscription Fee for the corresponding Renewal Year as shown in the table above but taken as an average to be applicable for the entire Renewal Term). Fees for each Renewal Year are due by the first day of the corresponding Renewal Year. Renewals will be documented with a new Order Form.

“**CPI**” means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

**5. Service Credits.** Workday will provide SLA Service Credits as set forth in the Agreement.



## ADDENDUM B WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

### **Human Capital Management**

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday 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).

### **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.

### **Workday Payroll for US**

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.

### **Workday Payroll for Canada**

Workday Payroll for Canada supports the creation and management of Payroll for Canadian employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, income withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Create record of employment data. 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.

### **Workday Payroll for the United Kingdom**

Workday Payroll for the United Kingdom supports the creation and management of Payroll for United Kingdom employees. Configure earnings, deductions, accumulations, and balances. Manage worker payment elections and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Identify company tax data. Manage worker tax, national insurance, student loan and court order deductions and statutory payments associated to birth and adoption. Manage standard employee tax reporting including RTI.

### **Workday Payroll for France**

Workday Payroll for France supports the creation and management of Payroll for French employees. Configure earnings, deductions, accumulations, and balances. Calculate, review/audit, and complete payrolls and settlement runs. Manage URSSAF, pôle emploi and ARRCO-AGIRC contributions, loans and advances, and withholding orders deductions. Create and manage Healthcare/Disability/Contingency “Prévoyance” contributions. Manage DSN reporting.

### **Cloud Connect for Third-Party Payroll**

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).

**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.

**Time Tracking Hub**

Time Tracking Hub supports an organization that requires time data to be collected, calculated, and approved in an external third party time system, and then enables such data to be loaded into Workday solely for reporting, payroll, and billing purposes. Only the following features may be used: Import Time Blocks, Admin Entry Access, Mass Submit / Mass Advance, Payroll/Billing Integration, and Time Reporting. Time Tracking Hub may not be used for collecting, calculating/validating or approving time and no self-service features for employees or managers may be used.

**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, initiatives, and work efforts.

**Project Billing**

Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

**Learning**

Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

**Media Cloud**

Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.

**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 support for 'punchout' to suppliers.

**Procurement**

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. 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.

**Inventory**

Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).



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**Core Financials**

Workday 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.

**Planning**

Workday Planning enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes. Workday Planning includes the ability to create baseline budgets, planning models, and forecast scenarios.

**Recruiting**

Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

**Prism Analytics**

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.

**Prism Analytics Capacity Unit**

A Workday Prism Analytics Capacity Unit increases the licensed Workday Prism Analytics limits for both Published Data Rows and Data Storage for a particular Tenant for the remainder of the applicable Order Term.

**ADDENDUM C  
WORKDAY PRISM ANALYTICS TERMS AND CONDITIONS**

Notwithstanding anything to the contrary in the MSA (including any statement that the MSA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum will apply to Customer's use of PRA and will control over the terms of the MSA and Order Forms to the extent they conflict with or are not covered by the MSA or Order Forms.

**1. Scope of Use.**

- a. Customer may use PRA to store and analyze data solely for the internal business purposes of Customer and the internal business purposes of Customer's Affiliates if Customer's subscription for PRA includes Affiliate's Employees.
- b. Customer's subscription to PRA herein permits Customer to use PRA up to 250M of Published Data Rows and 2.5 terabytes of Data Storage for each Tenant (implementation and production tenants). "Published Data Rows" are the number of data rows in total datasets designated as "published" (and therefore capable of being reported upon) in the Customer's PRA data catalog. For the purposes of determining compliance with the limit on Published Data Rows, Workday will consider any data row published that exceeds 1000 characters as multiple data rows in 1000 character increments. "Data Storage" is the total size in terabytes of raw, uncompressed files not published in Customer's PRA data catalog. Published Data Rows and Data Storage are measured separately for each Tenant. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing or deleting a dataset or delete data in Data Storage in order to keep its usage of PRA below the Published Data Rows or Data Storage limits set forth above, or Customer may purchase additional capacity (PRACUs, as defined below) for use in Customer's Tenant which expands the allowable Published Data Rows and Data Storage. Customer's "Data Limit" for each Tenant is the sum of the limit set forth above and all current applicable Capacity Unit subscriptions purchased by Customer for such Tenant. Workday reserves the right to monitor the number of Published Data Rows and Data Storage by Tenant used by Customer, and if at any time Customer exceeds its Data Limit applicable to either or both Published Data Rows and Data Storage for a particular Tenant, then Customer may experience reduced performance of the Tenant. If Customer continues to exceed its Data Limit for more than thirty (30) days after receiving a notification from Workday of such overage, through Workday's customer care offering or other reasonable means, then Workday will (i) begin charging Customer, under a separate invoice at a prorated amount based on the fees per PRACU set forth in this Order Form, for the applicable number of additional PRACUs necessary to cover the difference between the measured usage and Customer's current Data Limit for that Tenant, or (ii) limit the addition of data to the Tenant and the number of data rows that may be published, and reduce Customer's Data Limit. A Capacity Unit will increase Customer's current Data Limit for the applicable Tenant for the entirety of the remainder of the applicable Order Term. Pricing of Capacity Units is dictated by the terms set forth herein.
- c. 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.

**2. Workday Prism Analytics Capacity Units ("PRACU").**

Each PRACU will increase the allowable Published Data Rows and Data Storage for a particular Tenant by an additional 100M of Published Data Rows and 1.0TB of Data Storage, respectively, with an annual fee of \$40,000 USD per PRACU for each Year (fees for any partial Year of the Order Term will be prorated, on a monthly basis, based on such annual fee). A PRACU term begins on the PRACU Order Effective Date and ends on the last day of the then-current Order Term for Prism Analytics. PRACU charges will be invoiced in accordance with the MSA. An Order Form will be required for the purchase of any PRACUs.





**ORDER FORM 00203212.0  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)  
(PLATINUM SUCCESS PACKAGE)**

<b>Customer Name</b>	City and County of Denver
<b>Workday Contracting Entity</b>	Workday, Inc.
<b>MSA Effective Date</b>	July 24, 2015
<b>Order Effective Date</b>	The later of the dates beneath the parties’ signatures on the Signature Document
<b>Order Term</b>	January 1, 2020 through December 31, 2024
<b>Order Term in Months</b>	Sixty (60)
<b>Currency</b>	USD
<b>Total Consulting Fees</b>	\$743,750
<b>Workday Rising Location</b>	Workday Rising

Payment #	Platinum Success Invoice Date	Invoice Amount
1	Invoiced upon Order Effective Date, due in accordance with the MSA	\$148,750
2	January 1, 2020	\$148,750
3	January 1, 2021	\$148,750
4	January 1, 2022	\$148,750
5	January 1, 2023	\$148,750
	<b>Total Fees for Platinum Success Package</b>	<b>\$743,750</b>

SKU	Consulting Engagement Type	Total Fees
PCSP	Platinum Customer Success Package	\$743,750
	Office Hours (40 hours)	Included

Customer Contact Information	Billing Contact
Contact Name	Chris Binnicker
Street Address	1437 Bannock Street
City/Town	Denver
State/Region, Zip/Postal Code	CO / 80202-5337
Country	United States
Phone/Fax #	720-913-4972
Email (required)	<a href="mailto:chris.binnicker@denvergov.org">chris.binnicker@denvergov.org</a>

This Order Form (this “**Order Form**”) is entered into as of the Order Effective Date and Order Term listed above and is subject to and governed by the MSA between the Workday customer (“**Customer**”) and the Workday Entity listed above (“**Workday**”). Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the above-referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail. If any discount offered in this Order



Form for a specific product or service is not applied to the Order Form for such product or service, the discount set forth herein shall control.

This Order Form is only valid and binding on the parties when executed by both parties and is subject to and governed by the additional terms in the above-referenced MSA and in the Addendum or Addenda attached hereto.

**ADDENDUM A****ADDITIONAL ORDER FORM TERMS – PLATINUM SUCCESS PACKAGE**

During the Order Term, the Platinum Success Package consists of the activities set forth in this Addendum. Customer may not elect to engage in every activity, because not all of the activities listed below will be appropriate for every customer.

1. **Workday Rising Passes.** Annually during the Order Term, Customer shall receive, at no additional charge, four (4) passes to the Workday Rising event specified on the first page of this Order Form. Outside of any Workday Rising events, sessions, and gatherings sponsored by Workday, Customer will be responsible for respective travel and other expenses in relation to Workday Rising. The Workday Rising passes are available for use only in the then-current year and will not rollover to subsequent years. No refunds or other compensation will be provided if Customer does not timely use the passes. Registrations are not transferable to any third party or to any other Workday-sponsored programs or future Workday Rising programs. No retroactive group registration qualification is permitted. Tiers of Service passes cannot be combined with any other discounts or offers, including group discounts.
2. **Workday Customer Success Manager.** Workday will identify two internal resources; one to serve in a Customer Success Manager role (a “CSM”) and one to serve in a Managing Partner Role (the “**Managing Partner**”). If Workday finds it necessary to change these resources from time to time, Workday will provide notice to Customer. Each of the CSM and Managing Partner will travel onsite to Customer’s office location up to three (3) times per year of the Order Term (i.e., three onsite visits prior to each anniversary of the Order Effective Date). Any additional requests for onsite participation will be provided at the expense of Customer, in accordance with Workday’s travel and expense policy.
3. **Deployment Activities.** During the deployment phase, the CSM, Managing Partner, and/or one or more other members of Workday’s Customer Success team (“**Customer Success**”) will provide the following services, as applicable to Customer’s requirements:
  - 3.1 Conduct a Production Preparedness checkpoint to educate Customer on recommendations for topics such as Feature Releases, Support & Governance Models, and Training. This checkpoint may be divided into three (3) sessions upon Customer’s reasonable request. Production Preparedness provides Customer with guidance and education on foundational items (such as supporting Workday, adoption, and optimization) that will be critical to operational success after go-live.
  - 3.2 On a mutually agreed, reasonable cadence, at a minimum monthly if requested by Customer, perform any or all of the following activities:
    - (a) Coordinate activities under this Order Form across different time zones, and between Customer and Workday.
    - (b) Provide general guidance for use of the Workday Service.
    - (c) Provide warm hand-off to applicable Workday team(s) related to support issues, escalations, and general Customer inquiries, with follow-up and/or resolution provided by the applicable Workday team(s).
  - 3.3 Proactively facilitate the partnership between Customer and Workday including:
    - (a) Product-related advocacy. This may include communication with product management on an ad-hoc basis, or in response to specific product-related issues; and facilitating participation in product-related Customer design and feedback groups. However, this advocacy does not guarantee any product changes or enhancements will be made at Customer’s request.
    - (b) Executive alignment. When appropriate, participate in Customer steering committee meetings or program leadership meetings.

- (c) Recommendations for engagement with product, special interest, and/or regional user groups. User groups provide the opportunity for Customer to connect and collaborate with other Workday customers, build a Workday network, and learn practices from other customers' experiences. For example, currently there are groups based on customer industry, functional area, specialty area, or local geographic area.
- 4. Production Activities.** The following activities are intended to take place after Customer's first use of the Service in Production (i.e., after Customer's "go-live" date). The CSM and/or Managing Partner shall perform the following activities, as applicable to Customer's requirements, on a mutually agreed, reasonable cadence, at a minimum monthly unless otherwise specified below:
- 4.1 Conduct Post Go Live Review which may include:
    - (a) Workday Pillars of Success Review & Recommendations;
    - (b) Tailored guidance for Customer on Workday-provided programs, training, and other offerings; and
    - (c) Review Customer's strategic and business goals and accomplishments to align with Workday solutions and development roadmap.
  - 4.2 Participate in regularly scheduled status meetings with Customer, which may cover:
    - (a) Workday features and functions alignment and adoption;
    - (b) Updates, responses or resolution facilitation to Customer inquiries, escalations, and cases; and
    - (c) Guidance and advice on services and training offerings to align specifically with Customer's lifecycle and business needs.
  - 4.3 Conduct Business Reviews which may include:
    - (a) Workday Service review;
    - (b) Monthly check-in via email and/or conference call to provide general guidance relating to Customer's use of Workday;
    - (c) Guidance on new Workday programs, training, and other offerings;
    - (d) Analysis of case management trends to determine opportunities for greater success; and
    - (e) Reviews of Customer's strategic and business goals and accomplishments to align with Workday solutions and development roadmap.
  - 4.4 Coordinate key Workday communications tailored to Customer which may include:
    - (a) Emphasizing Workday alerts and communication that could impact Customer;
    - (b) Partnering opportunities for Customer and Workday; and
    - (c) Participation in user groups and other Workday-led events.
  - 4.5 Provide quarterly guidance for Workday Community, which may include:
    - (a) Guidance on posting to Community for best results;
    - (b) Recommendations for participation in Workgroups and Surveys as opportunities to provide feedback;
    - (c) Utilizing the Workday Community Brainstorm Workbench to track voted-on brainstorm to provide feedback to Workday regarding Customer's priorities; and
    - (d) Key Community features and/or content to improve Community utilization and increase the value obtained by Customer from Community.

- 4.6 Act as product-related advocate, which may include communication with product management on an ad-hoc basis or in response to specific product-related issues. Such communications do not guarantee any product changes or enhancements at Customer’s request.
- (a) Facilitate participation in product-related customer design and feedback groups. Customer’s participation in these groups does not guarantee any product changes or enhancements at Customer’s request.
  - (b) Periodic feature reviews to help Customer understand impact of, and plan for, adoption of new Workday features.
  - (c) When appropriate, participate in Customer steering committee meetings or program leadership meetings.
- 4.7 Conduct quarterly roadmap planning based on a review of Customer’s strategic initiatives and functionality adoption plan, including assistance with development of Customer roadmap for functionality adoption to align with business objectives and production plans.
- 5. Exclusions.** Workday Customer Success does **not** include the following activities or roles.
- 5.1 Customer Success is not an elevated level of support. It is not a dedicated help line for product challenges, issues, or bugs. Customer Success does not provide any product support for Workday Feature Releases.
- 5.2 Customer Success does not operate in any professional services roles such as:
- (a) Case Monitoring
  - (b) Solution Architect
  - (c) Project Manager
  - (d) Implementation Consultant
  - (e) Product Subject Matter Expert
- 6. Post-Production Services.** The Platinum Success Package provides Customer with additional offerings and discounts on post-production services to facilitate ongoing adoption of new features and functionality.
- 6.1 Office Hours. The Platinum Success Package includes 40 hours of Office Hours appointment credits for use beginning from the later to occur of (i) Customer’s initial production “go-live” date and (ii) the Order Effective Date, and expiring at the end of the Order Term.
- (a) *Office Hours Appointments.* Office Hours Appointments (“**Office Hours**”) are to be used by the Customer to schedule appointments in one (1), two (2), or three (3) hour increments with a Workday certified Office Hours Consultant (a “**Consultant**”), with one Office Hours credit decremented for each for each hour of the appointment. The types of questions addressed during Office Hours are limited to how-to questions, Customer-driven configuration reviews, feature demonstrations, and general questions and answers. Current Office Hours Consultant language capabilities limit questions to English only. Each Office Hour consists of (i) a remote Web-conferencing consultation, up to one (1) hour in total effort or duration, between the Customer and a certified Office Hours Consultant; and (ii) reasonable research and preparation by the Workday Consultant in advance of the consultation; provided Customer has delivered a written summary of questions at the time of the appointment request.
  - (b) *Office Hours Assumptions.*
    - (i) Office Hours credits provided or purchased under this Order Form are non-cancelable, non-refundable, and non-transferable, and cannot be used as a credit toward any other amounts due to Workday.
    - (ii) Credits for Workday Office Hours are provided under this Order Form as a one-time grant, not an annual grant. Additional Office Hours credits may be purchased by

Customer using Workday's standard Office Hours renewal process. If purchased during the Order Term, the discount set forth herein will apply.

- (iii) If Customer fails to use all of its Office Hours credits, no refund, credit, or other compensation will be provided.
- (iv) Customer may utilize Office Hours credits only for the Workday products to which the Customer has already subscribed. Products, functional areas, and/or features that are not generally available are not in scope. Customer must be in production with the Workday Service, although the functionality for discussion does not have to be currently deployed.
- (v) Office Hours must be requested via an online system, as directed by Workday.
- (vi) Office Hours services are guidance support only. No "hands on" consulting services, consultant configuration, or access to Customer's tenant are permitted under this Order Form.
- (vii) Workday will not document the results of, or record, any Office Hours. Customer may record the Office Hours; provided that any Workday Confidential Information contained in the recording remains the exclusive property and Confidential Information of Workday. Customer may use such recordings only with respect to the Workday products which Customer is authorized to use in writing by Workday.
- (viii) Customer may schedule follow-up appointments with the same Consultant to maintain continuity, subject to such Consultant's availability. Each separate appointment will be separately counted and decremented hereunder.
- (ix) Office Hours canceled or rescheduled less than 24 hours in advance of the appointment time will be forfeited and one full Office Hour will decremented from Customer's Office Hours credit balance.
- (x) The Consultant will wait up to 15 minutes following the start of the confirmed appointment time for the arrival of the Customer. If Customer fails to arrive within the initial 15 minutes, or at all, the Office Hour will be forfeited and one full Office Hour will decremented from Customer's Office Hours credit balance. If Customer arrives late but within the 15 minute wait time, that wait time will be forfeited and the appointment will conclude at the originally scheduled end time.
- (xi) Workday will not guarantee the availability of Customer's preferred date, time or requested Consultant. Customer will need to select an appointment from available dates and times.
- (xii) Based on the expertise and capabilities of the Consultant, Workday may limit the scope of each appointment to the questions and discussion items submitted in advance by Customer in the appointment request.

6.2 **Customer Enablement Discounts.** The then-currently available Workday Customer Enablement standard post-production service offerings will be offered to Customer at a twenty percent (20%) discount. A separate statement of work will be created for these services, with the discount applied therein. The discounts cannot be used for Customer Enablement Workshops. If Customer wishes to secure additional services to implement additional functionality, data conversion, or integrations not included in the scope of the standard offerings, Workday will provide a separate proposal for such services under a separate statement of work; provided that such services will not be eligible for the 20% discount.

## 7. **Workday Education Services.**

7.1 Workday will waive up to five (5) registration fees for the Getting Started with Workday Touchpoints course. The course helps prepare new and existing customers to make educated design and configuration decisions during both their initial deployment as well as on going configuration of Workday. Upon completing the course, students will be given access to the Workday Touchpoints Kit.

- 7.2 Workday will waive up to five (5) Workday Pro registration fees. Workday Pro is Workday's customer-focused accreditation program. There are multiple tracks under the Workday Pro program. Each track is specific to a product area. To complete the track the individual must complete a set of courses and pass a test. Once completed, Workday Pros receive membership in the private Workday Pro Community Group, access to the Workday Touchpoints Kit, as well as access to update training with each new Workday release all for no additional cost. The registration fee covers the registration cost in a single Workday Pro track. The registration fee does not cover the cost of the individual training courses within the track. If the Customer resource fails the Workday Pro test for a track where the registration fee was waived, additional test attempts will be subject to a test re-take fee.
- 7.3 If Customer elects to purchase any Learn On-Demand Libraries or the Workday Adoption Kit, Customer will receive a 20% discount based on Workday's then current list prices. Customer will need to execute a separate agreement to procure any Learn On-Demand Libraries or the Adoption Kit. The discount will not be applied retroactively for any Learn On-Demand Library or Workday Adoption Kit purchases made prior to the execution of this Order Form.
- 8. Tenant Discount.** If, after the production go-live date, Customer elects to purchase additional deployment tenant(s), a twenty percent (20%) discount will be applied to the current list pricing for a maximum of two (2) additional tenant(s) per annual period during the Order Term. Customer will need to execute a separate agreement to procure the additional tenant(s).
- 9. Conditions.**
- 9.1 The fees set for the Platinum Success Package are based on the scope, terms, and conditions described herein. Any changes to the scope or conditions may impact both the time required to complete the reviews and/or activities and the total fees. Workday will advise Customer if requested activities will result in a fee increase. Customer may choose not to proceed with the additional requested activities. Any additional activities and the fees therefor shall be documented in a separate statement of work or Change Order executed by the parties.
- 9.2 Customer is responsible for the timely coordination of its internal resources and providing appropriate information to Workday as necessary. If Customer's actions or responsibilities hereunder are delayed or impact Workday's ability to perform the activities for any reason, Customer understands and agrees that Workday's ability to staff the work, to complete the work in a timely manner, and to meet date commitments, if applicable, could be at risk, and Workday may delay performance of its activities, a Change Order may be required, and additional fees may be due.
- 9.3 The fees are based on a scope for deployment limited as described in this Order Form.
- 10. Fees, Expenses and Payment.** Workday will invoice the Platinum Success fees in accordance with the table above. Invoices are due in accordance with the Agreement. Except as provided herein, all fees are non-cancelable and non-refundable. Excluding the three onsite visits set forth above, Workday's travel-related costs and expenses are not included in the fees set forth in this Order Form. If the parties have mutually agreed to have Workday travel in connection with this Order Form, Customer will reimburse Workday for all travel-related costs and expenses in accordance with Workday's travel and expense policy. Invoicing for travel-related expenses will occur on a monthly basis. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).
- 11. Ownership.** The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing the reviews and/or providing guidance, or that are co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto, are Workday Intellectual Property Rights.
- 12. Warranty, Remedies, and Disclaimer.** Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. With respect to this Order Form only, the foregoing warranty supersedes any warranties set forth in the MSA or any other agreement between Workday and Customer. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing

warranty with respect to this Addendum, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives prompt written notice to Workday which describes any deficiencies. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the Platinum Success Package. In the event of a material uncured breach arising under this Order Form, the party seeking termination may terminate only this Order Form and agrees that it may not terminate the MSA or any other Order Forms thereto. However, expiration or termination of the MSA for any reason will result in immediate termination of this Order Form. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND ACTIVITIES PROVIDED UNDER THIS ORDER FORM.

- 13. Limitation of Liability, Exclusions.** NOTWITHSTANDING THE TERMS OF THE MSA OR ANY OTHER AGREEMENT BETWEEN CUSTOMER AND WORKDAY AND/OR ITS AFFILIATES, WORKDAY'S AND ITS AFFILIATES' SOLE AND MAXIMUM AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT OR OTHERWISE, FOR THE PERFORMANCE OF THE PLATINUM SUCCESS PACKAGE, ANY CHANGE ORDER RELATED TO THE PLATINUM SUCCESS PACKAGE, OR OTHERWISE ARISING OUT OF THIS ORDER FORM SHALL BE LIMITED TO THE FEES PAID AND/OR PAYABLE BY CUSTOMER FOR THE PLATINUM SUCCESS PACKAGE AND ANY CHANGE ORDERS RELATED THERETO. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, 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 THE PRECEDING SENTENCE WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.