

AMENDMENT # 3 TO THE MASTER AGREEMENT

This Amendment #3 (this “**Amendment #3**”) 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 entered into an Agreement dated July 24, 2015, an Amendment #1 to the Master Agreement dated January 13, 2020, and Amendment #2 to the Master Agreement dated May 3, 2024, for the use and support of the Workday Enterprise Resource Planning software (the “**Agreement**”); and

WHEREAS, the Agreement expired by its terms on December 31, 2024 and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective December 31, 2024, ORDER FORM 00457890.0 is hereby incorporated into the Agreement. The parties agree that any term or online agreement included in this Agreement or in the attached ORDER FORM 00457890.0 that a) requires Customer to indemnify or hold the Workday harmless, provided however that the Customer acknowledges and agrees that it is responsible for materials and data it provides to Workday and for the compliance of its Authorized Parties with the terms of the Agreement and the Order Form; b) requires Customer to agree to binding arbitration; c) limits the Workday’s liability for damages resulting from death, bodily injury, or damage to tangible property to the extent caused by the intentional or willful misconduct of Workday’s employees while on Customer premises; d) requires payment for any obligation where there has not been an appropriation, provided however that any termination as a result of non-appropriation or insufficient appropriation shall be handled in accordance with Section 9.3 (Termination for Non-Appropriation) of the MSA; or e) requires venue and jurisdiction outside of the Colorado, shall be void ab initio. All contracts entered into by Customer, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
2. Section 1 of the Agreement, titled “Maximum Contract Liability,” is amended to read as follows:
 - “1. Maximum Contract Liability: Notwithstanding any other provision of the Agreement, Customer’s maximum payment obligation will not exceed Forty-Seven Million Nine Hundred

Sixty-Eight Thousand Three Hundred Sixty-Five Dollars and Eighty Cents (\$47,968,365.80) (the “Maximum Contract Amount”). Customer 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. Customer 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.”

3. Section 2 of the Agreement, titled “Term of Agreement,” is amended to read as follows:
“2. Term of Agreement: The term of this Agreement begins on July 31, 2015, and ends on December 31, 2029, and the Service, described below, is for a period of five years from the Effective Date. The Agreement may be extended for up to an additional five years upon amendment of this Agreement. In the event that the Transition Period described in Section 9.7 is used, this Agreement shall be extended automatically to include the Transition Period of up to six (6) months.”
4. Subsection 10.9 of the Agreement, titled “**Audit Financial Billing**,” is amended to read as follows:
10.9. Examination of Records and Audits: During the Term of this Agreement and for up to three (3) years thereafter, but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third party auditor, including the Denver City Auditor, or his or her representatives, for examination only those financial books, records, and files of Workday that are necessary for Customer to verify Workday’s charges for the Service provided under any Order Form(s) issued hereunder. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not significantly disruptive to Workday’s normal day-to-day business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday’s operations or third-party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday’s payroll records or other financial records not related to Service fees invoiced to Customer. For the avoidance of doubt, this section extends to those financial books, records, and files related to Workday’s provision of Professional Services.
5. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
6. This Amendment #3 is not effective or binding on Customer until it has been fully executed by all required signatories of Customer and County of Denver, and if required by Charter, approved by the City Council.
7. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: ORDER FORM 00457890.0.

Contract Control Number: TECHS-202475206-03 (201523140-03)
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-202475206-03 (201523140-03)
WORKDAY, INC.

By: Julie Gonzalez
Julie Gonzalez (Jan 6, 2025 09:25 PST)

Name: Julie Gonzalez
(please print)

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

ATTEST: [if required]

By: 
Amanda Matchett (Jan 6, 2025 12:18 EST)

Name: Amanda Matchett
(please print)

Title: Senior Counsel
(please print)

**ORDER FORM 00457890.0**

Customer Name	City and County of Denver
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	July 24, 2015
Order Effective Date	December 31, 2024
Order Term	December 31, 2024 through December 31, 2029
Currency	USD
Total Subscription Fee	19,009,419

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced January 1, 2025	3,641,491
2	Invoiced on January 1, 2026, due in accordance with the MSA	3,641,491
3	Invoiced on January 1, 2027 due in accordance with the MSA	3,641,491
4	Invoiced on January 1, 2028, due in accordance with the MSA	3,950,177
5	Invoiced on January 1, 2029, due in accordance with the MSA	4,134,769
	Total Payment Amount	19,009,419

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
HCM	Human Capital Management	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
LRNXE	Workday Learning for Extended Enterprise	Seats	Up to 1,000 Seats
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PPLA	People Analytics	FSE*	Full Enterprise
PRA	Prism Analytics	FSE*	Full Enterprise
PRJT	Projects	FSE*	Financial Project Managers that can view/maintain/create/edit project related information
TT	Time Tracking	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full-time Department Administrators that can submit expense reports
PRO	Procurement	FSE*	Full-time Department Administrators and Managers that can maintain/create/edit financial requisitions, POs and change orders
SRC	Strategic Sourcing Enterprise	FSE*	Full Enterprise
WSP	Workday Success Plan	% of Fee	WSP - Accelerate Plus

*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.

**Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM.

**Full-Service Equivalent ("FSE") Count Table**

FSE Population Category	Baseline FSE Count/Seats
Full Enterprise	14,116
United States-based employees	14,116
Financial Project Managers that can maintain/create/edit project related information	1,000 Seats
Full-time Department Administrators that can submit expense reports	1,478
Full-time Department Administrators and Managers that can maintain/create/edit financial requisitions, POs and change orders	2,000

Translations	Number of Language Translations
Number of Translations	All available

Customer Contact Information

	Billing, In Care of	Subscriptions Contact
Contact Name	Accounts Payable	Jules Jupille
Street Address	1437 Bannock Street	1437 Bannock Street
City/Town, State/Region/County, Zip/Post Code, Country	Denver, CO 80202-5337 United States	Denver, CO 80202-5337 United States
Phone/Fax #	(720) 913-5500	n/a
Email (required)	TSFinance@denvergov.org	juliana.jupille@denvergov.org

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("**Downloadable Components**"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the MSA. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. The parties further agree to the terms in the following Additional Terms and Conditions Addendum(s): Learning, Media Cloud, Strategic Sourcing, attached for your convenience. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. The parties acknowledge and agree that Order Form #202647, with an Order Effective date of December 31, 2022, Order Form #202814, with an Order Effective date of October 1, 2020, Order Form #202815 with an Order Effective date of December 31, 2019, Order Form #214036, with an Order Effective date of April 28, 2020, Order Form #324945, with an Order Effective date of December 30, 2021, ,Order Form #387546, with an Order Effective date of July 11, 2023, expires the day before the Order Effective Date stated above. Immediately upon such expiration, this Order Form will govern Customer's use of the Service, as defined above. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.



Confidential

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING FROM CUSTOMER A SIGNED COPY OF THIS ORDER FORM BY NO LATER THAN 5 PM MST ON JANUARY 31, 2025 (“**Deadline**”). Notwithstanding the foregoing, this Order Form shall be valid if Workday, in its sole discretion, accepts an Order Form received after the Deadline. Workday will notify the Customer in the event Workday does not accept the Order Form.

IN WITNESS WHEREOF, this Order Form is entered into as of the Order Effective Date.

City and County of Denver

Workday, Inc.

Signature

Julie Gonzalez
Signature (Jan 6, 2025 09:25 PST)

Name

Julie Gonzalez

Name

Senior Vice President, Financial Planning & Analysis

Title

Title

01/06/2025

Date Signed

Date Signed



ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	13,535	100.0%	13,535
Part-Time Employees	1,379	25.0%	345
Associates	1,885	12.5%	236
Former Workers with Access	0	2.5%	0
Total FSE Count:	16,799		14,116

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

"Full-Time Employee" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Part-Time Employee" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

"Former Worker with Access" is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. **"Static Records"** are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are **"Active Records"**.

3. Additional Metric Definition(s).

Additional Metric Definition Table

	Metric	Definition
LRNXE	Seat	A right for a named individual authorized by Customer to access the Service.

4. Workday Success Plans Additional Terms.

Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site (<https://www.workday.com/content/dam/web/en-us/documents/legal/workday-success-plans-accelerate-accelerateplus-plans-program-terms.pdf>) and subject to the terms of the Workday Customer Experience Program Addendum attached. In the event of a conflict between the terms of this Order Form and the terms of either of the



Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday Success Plans is based on the annual Subscription Fees during the Order Term. If Customer purchases additional SKU's or Subscription Rights during the Order Term, an additional fee equal to 10.05% of the new Subscription Fees will be added for the Workday Success Plan to the new Order Form. The total Workday Success Plan fees assessed on this Order Form, in the amount of 1,751,918, represent fees associated with the SKU(s) purchased under this Order Form.

5. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days ("Annual Reporting Period") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("Count Date") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "Reporting Cycle"). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
HCM	40.47
USP	30.34
PRJT	41.69
TT	19.48
EXP	26.90
PRO	16.79
GM	12.14
PRA	18.61
SRC	20.79
CCLRN	0.00
LRN	15.72
MCNF	No Fee
REC	14.70
CCB	12.14
FIN	40.47
PPLA	10.21

b. Additional Metric Reporting based on highest daily number.

Reporting for the following SKU(s) is based on the highest daily number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9 months preceding the Annual Reporting Period.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LRNXX	Total of 2,000 Seats	12,875

B. Growth Event Reporting Obligation.

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more ("Growth Event") as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription



Rights to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay the applicable annual fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

C. Workday Success Plans Reporting.

In conjunction with any fees due as a result of the Annual Reporting Obligation or Growth Event Reporting Obligation, an additional fee of 10.05% will be added for Workday Success Plan for any excess Subscription Rights.

6. Renewal.

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing. Such order form must be executed no later than 30 days prior to the end of this Order Term.

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI)), not to exceed 5%
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI)), not to exceed 5%
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI)), not to exceed 5%

The "**Base Subscription Fee**" is 3,449,835, minus any fees for Workday Success Plans. The Renewal fees for the Workday Success Plan will be based on the greater of either the minimum fee or 10.05% of the annual Renewal fees, as described in the Annual Renewal Subscription Fees table above. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

7. Additional Definitions (as applicable).

"**CPI**" means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

"**Renewal Term CPI**" means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

"**Innovation Index**" means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.

8. Option to Acquire Additional Service SKUs

At any time within twelve (12) months of this Order Effective Date (the "**Option Expiration Date**"), Customer may acquire a subscription for the specific SKU(s) as set forth below. Any standard applicable terms for the SKU(s) acquired will apply. If Customer elects to exercise its option under this section, Customer must provide Workday with written notice by the Option Expiration Date. Workday will provide a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Pricing Metric	Subscription Rights	Annual Fee per FSE Worker
INV	Inventory	FSE	Full Enterprise with up to 22,585 Purchase Orders issued	10.31
PLNF	Financial Planning	FSE	Full Enterprise	18.61
PKN	Peakon Employee Voice	FSE	Full Enterprise	14.72



TLOA	Talent Optimization Add on	FSE	Full Enterprise	6.60
CE	Candidate Engagement	FSE	Full Enterprise	7.05
SKU	Service	Pricing Metric	Subscription Rights	Annual Subscription Fee
MSG	Messaging	Messages	Up to 100,000 outbound and inbound messages	20,816

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

9. Additional Scope of Use Terms.

Prism Analytics.

1. Calculation of Usage.

Customer's subscription to PRA herein permits Customer to use PRA up to 250M of Published Data Rows for each applicable Instance (implementation and production). "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. Published Data Rows are measured separately for each Instance. Workday shall provide Customer with detailed instructions on how to monitor Customer's own usage in PRA and how to manage Published Data Rows. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional capacity (PRACUs, as defined below) for use in Customer's applicable Instance which expands the allowable Published Data Rows. Customer's "Data Limit" for each Instance is the sum of the limit set forth above and all current applicable Capacity Unit subscriptions purchased by Customer for such Instance. Workday reserves the right to monitor the number of Published Data Rows by Instance used by Customer, and if at any time Customer exceeds its Data Limit applicable to Published Data Rows for a particular Instance, then Customer may experience reduced performance of the Instance. 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) require Customer to enter into a new Order Form 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 Instance, or (ii) limit the addition of data to the applicable Instance and the number of data rows that may be published. A Capacity Unit will increase Customer's current Data Limit for the applicable Instance for the entirety of the remainder of the applicable Order Term. Pricing of Capacity Units is dictated by the terms set forth herein.

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

Each PRACU will increase the allowable Published Data Rows for a particular Instance by an additional 100M of Published Data Rows 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.

**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Description
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.
Payroll for United States	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
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 - No Fee	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.
Workday Learning for Extended Enterprise	Learning for Extended Enterprise enables Customer to use Learning to provide courses and related materials through access provisioned by a Customer administrator to Extended Enterprise Learners. An Extended Enterprise Learner is an individual authorized by Customer for access to the Learning Service that is not a member of Customer's internal workforce. This SKU requires an active subscription to Workday Learning.

Cloud Connect for Learning*	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning.
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.
Core Financials	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, revenue recognition, capital projects and project tracking. 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.
People Analytics*	People Analytics is a pre-configured analytic application that uses augmented analytics to provide insights into a variety of workforce trends based on data in Workday. People Analytics has a standard data model and works on a defined set of Workday data sources.
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.
Projects	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Time Tracking	Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. The Workday Time Tracking module includes the following capabilities: basic time scheduling,

	time entry (hourly, time in/time out), approvals, configurable time calculation rules, project tracking and reporting.
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, spend analytics and project tracking. Workday Expenses also 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 and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Strategic Sourcing Enterprise	Workday Strategic Sourcing supports organizations in sourcing goods and services from Suppliers. Workday Sourcing Enterprise Package includes Sourcing Pipeline Platform, Sourcing SSO Integration, Sourcing API Connection Support, Sourcing Intake, Sourcing Supplier Management, Sourcing RFx Engine, Sourcing eAuctions Platform, Sourcing Dynamic Negotiations & Analytics (DNA), and Sourcing Contracts. Supports unlimited Sourcing Users and unlimited Stakeholders and Suppliers.

*This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service(s) if and when available.



WORKDAY LEARNING 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 FSE Workers in a current Order Form. Learning includes unlimited storage for Media Cloud Content (defined in the Workday Media Cloud 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 Workday Media Cloud 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 indemnify and hold harmless Workday, its service providers and subcontractors, and its and their Affiliates, from any losses arising out of or relating to any third-party claim concerning Course Content or Customers' violation of the applicable Acceptable Use Policies (defined in the Workday Media Cloud 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.

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WORKDAY MEDIA CLOUD ADDENDUM

This Workday Media Cloud Addendum (the "**Media Cloud Terms**"), which is subject to and governed by the MSA except as otherwise set forth herein, applies exclusively to Media Cloud and Media Cloud Content. Capitalized terms, unless otherwise defined, have the same meaning as in the primary Service subscription agreement between Workday and Customer (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 Service. Media Cloud components are hosted or delivered by third party service providers as described on Workday's Subprocessor List at <https://www.workday.com/en-us/legal/subprocessors.html> (collectively, "**Media Cloud Subprocessors**"). Workday may change its Media Cloud Subprocessors or move portions of Media Cloud into a Workday hosted co-location data center. Workday shall provide prior notice of a change to any Media Cloud Subprocessor through its standard customer communication methods (i.e. Workday's Subprocessor List, Community posts, etc.). Workday is not required to escrow third-party source code that is used in providing Media Cloud.

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

- (1) 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 (A) uploaded by or for Customer to Media Cloud through any Service application including Workday Drive, (B) recorded or created by or for Customer within a Service application using any Media Cloud features, or (C) auto-generated by Media Cloud in connection with items (1)(A) or (1)(B);
- (2) 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, item (1); and
- (3) 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 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 Service and is not covered under Workday's existing audit reports, security exhibits, data processing terms, or the Workday Customer Audit Program. Workday shall 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.

4. Customer Rights and Obligations. Customer shall use Media Cloud only in connection with authorized use of the Service for the benefit of Customer, its Affiliates, and its Authorized Parties covered under a current subscription agreement. Customer shall use Media Cloud only in accordance with these Media Cloud Terms. Customer shall: (1) maintain 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 Service and for the public use of external sites as referenced above; (2) to the extent Customer is not the sole owner of any Media Cloud Content, comply with the content owner's applicable terms of use; (3) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, the Media Cloud AUPs; (4) comply with, and ensure its Affiliates, Authorized Parties, 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 (5) be responsible for the transfer of personal data or other sensitive data to Media Cloud. Customer acknowledges that Media Cloud is not intended for storage or transmission of sensitive personal data or credit card data. Customer shall not upload or transmit Protected Health Information as defined in 45 C.F.R. §160.103 ("**PHI**") in or to Media Cloud, and Customer shall indemnify and hold Workday, its service providers and subcontractors, and its and their Affiliates, harmless from any losses arising out of or relating to any third-party claim concerning Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates, Authorized Parties, or its users. Customer acknowledges that content provided by Workday and third

parties, as well as content catalog listing information, is not part of the Service, and Customer shall use such content in accordance with the content provider's terms of use and privacy policies.

5. Media Cloud AUPs. "Media Cloud AUPs" means Workday's Learning and Media Cloud AUP, which also incorporates by reference Acceptable Use Policies of each applicable Media Cloud Subprocessor. The current version of the Media Cloud AUPs can be found at <https://community.workday.com/aup-learning> and is subject to change at the discretion of Workday and each applicable Media Cloud Subprocessor at any time. Workday may suspend Customer's access to Media Cloud at any time if Workday or a Media Cloud Subprocessor reasonably believes Customer has violated, or intends to violate, the Media Cloud AUPs or these Media Cloud Terms. 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. Any such suspension will not be deemed a breach of the MSA by Workday. Customer shall cooperate with Workday and its Media Cloud Subprocessors in the investigation of any actual or alleged violation of the Media Cloud AUPs.

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 shall comply with the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Media Cloud leverages a third-party Content Delivery Network to deliver Media Cloud Content to Customer end users. Packaged Media Content and other Media Cloud 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 OPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> (the "Workday Universal DPE").

9. Support. Customer acknowledges that (1) Workday may provide support for Media Cloud from Canada and other Workday support locations, including access to Customer's Media Cloud Content in connection with such support and (2) 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 will be solely responsible and shall indemnify Workday its service providers and subcontractors, and their Affiliates, against all losses arising out of or relating to 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, 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. Unless Customer has a subscription to use the Learning Service, then Customer 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: (1) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (2) Customer will no longer provide any Media Cloud Content; and (3) 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 will survive any termination or expiration of these Media Cloud Terms. Customer acknowledges that Media Cloud Terms must be in place for Customer to use certain features of other Service applications, such as Learning.

v23.5

WORKDAY STRATEGIC SOURCING ADDENDUM

This Workday Strategic Sourcing Addendum (this "**Sourcing Addendum**") supplements and amends the MSA only for the Strategic Sourcing SKU(s) listed on this Order Form ("**Sourcing**") and does not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in this Sourcing Addendum have the same meaning as set forth in the MSA.

1. **Sourcing Data.** The electronic data or information submitted to Customer's Sourcing Instance (as identified by Sourcing SKU) by Customer or Authorized Parties is "**Sourcing Data**". The terms applicable to Customer Data in the MSA will apply to Sourcing Data except to the extent otherwise indicated in this Sourcing Addendum.
2. **Sourcing Instances.** Sourcing uses Sourcing Instances for Sourcing Data rather than Customer's Tenant. A "**Sourcing Instance**" is a unique separate set of Sourcing Data held in a logically separated database (i.e. a database segregated through password-controlled access). Following Customer retrieval of data after termination, Workday shall, unless legally prohibited, delete Sourcing Data consistent with the then-current Sourcing deletion policy.
3. **Universal Security Exhibit & Universal Data Processing Exhibit.** The Universal Security Exhibit and Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> ("**USE**" and "**UDPE**", respectively) shall apply to Sourcing. "**Subprocessor List**" means the list accessible through Workday's customer website identifying the Subprocessors that are authorized to Process Personal Data for Sourcing.
4. **Audit Report.** The audit report applicable to Sourcing is the current Service Organization Controls 2 Type II audit report for Workday Strategic Sourcing or successor third-party audit report ("**Sourcing SOC2**"), provided that Workday will not materially diminish the controls set forth in the Sourcing SOC2. For Sourcing, Workday maintains a security program that conforms to the USE and is further described in the Sourcing SOC2 and all background checks will be conducted pursuant to the Sourcing SOC2.
5. **Support.** Support for Sourcing is provided as set forth in the Production Support and Service Level Availability Policy for Strategic Sourcing at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>. The Workday SLA does not apply to Sourcing. Any data provided for the purposes of support or feedback is not Sourcing Data.
6. **Account Information.** For clarity, information that an end user provides to register for an account such as name, email and password which is not stored in Customer's Sourcing Instance is not Sourcing Data.
7. **Protected Information.** Customer acknowledges that Sourcing is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Sourcing Data. "**Protected Information**" means, to the extent any of the following relates to an identified or identifiable natural person (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as that term is defined in the Payment Card Industry data security standards; or (iii) special categories of personal data as described in Article 9 of the General Data Protection Regulation.

8. **Additional Definitions.** "**Stakeholder**" means an end user of Sourcing with specific limited access rights that has been invited to use Customer's Sourcing Instance by an Authorized Party. "**Supplier**" means a third-party user of Sourcing in connection with Customer's use of Sourcing hereunder. "**Supplier End Users**" means users who are authorized by a Supplier to use Sourcing. Workday will not be liable to Customer for any act or omission of any Supplier or Supplier End Users, or with regard to a Supplier and Supplier End User's use of the Customer's Sourcing Instance or Sourcing Data, including use, misuse or disclosure of Sourcing Data.

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Workday Customer Experience Program Addendum

Updated July 5, 2023

This Workday Customer Experience Program Addendum (this "Addendum") is part of any Order Form that expressly references this Addendum, is subject to the MSA, and only applies to the Customer Experience Program identified in such Order Form during the Order Term (the "Program"). Unless otherwise defined herein, capitalized terms used in this Addendum have the same meaning as set forth in the Program Terms, the Order Form, or the MSA. In the event of a conflict between the Order Form, this Addendum, and the MSA, the following order of precedence shall control: (1) the Order Form, (2) the applicable Program Terms,

(3) this Addendum, and (4) the MSA.

1. Data Processing Terms. To the extent the services provided under the Program include access by Workday to any of Customer's Tenants (or Instances) to perform Program activities, the Program is a Covered Service subject to the Universal Data Processing Exhibit (UDPE) and Universal Security Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>. Customer authorizes Workday to use Workday Affiliates on the Professional Services Subprocessor List (currently available at <https://www.workday.com/en-us/legal/professional-services-subprocessors.html>) to perform Program activities.

2. Authorization for Access to Tenants. To receive certain Program activities, Customer shall provide Workday with timely access to the applicable Customer Tenant(s) or Instance(s). Customer authorizes Workday to access such Customer-identified Tenants or Instances to perform the Program activities using Workday-approved technology or processes, which Customer understands are not part of the Service.

3. Customer Improvements to Workday Materials. Subject to (a) Workday's underlying Intellectual Property Rights in the Service and ownership of all other materials and input provided by Workday in connection with the Program, including but not limited to, Adoption Kits ("Workday Input"), and (b) the terms and conditions hereof, Customer owns all right, title, and interest in and to the improvements and other materials that Customer is permitted to develop, make, or conceive under the Program ("Customer Improvements"), and Customer has a non-exclusive, royalty-free license to use such Workday Input solely for its internal business purposes. To the extent Customer discloses any portion of a Customer Improvement to Workday or others, except for any Customer Confidential Information included therein, Customer grants Workday a perpetual, irrevocable, non-exclusive, royalty-free license to use such Customer Improvement for any purpose whatsoever. In addition, Customer acknowledges that Workday may independently create and use material that is substantially similar to Customer Improvements. Customer shall reproduce all Workday proprietary rights notices and headings on any full or partial copies of Workday material provided as part of the Program, in the same manner in which such notices were set forth in the original. Workday reserves all rights not expressly granted hereunder, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly specified.

4. Indemnification. For purposes of this Addendum, the provisions of the MSA specifying the indemnification obligations, conditions, exclusions, and remedies of either party (the "Indemnification Provisions") shall apply solely to claims by a third party alleging that any Program Deliverable infringes the third party's Intellectual Property Rights. "Program Deliverable" means any materials, reports, or

documents provided by Workday to Customer under the Program. The term "Program Deliverables" shall replace and supersede "Service" in all Indemnification Provisions to the extent applicable to this Addendum.

5. **Warranty, Remedies, and Disclaimer.** This Section supersedes the warranties, remedies, and warranty disclaimer set forth in the MSA with respect to the Program. Each party warrants that it has the authority to enter into this Addendum and the Program Terms, and, in connection with its performance of the Program, shall comply with all Laws. Workday warrants during the Order Term of the Order Form that

it shall perform its obligations for the Program in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty with respect to the Program, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives Workday written notice describing any deficiencies in detail within thirty (30) days of performance. If Workday is unable to correct the identified deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defectively performed feature of the Program. 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 ACTIVITIES PERFORMED IN CONNECTION WITH THE PROGRAM.

6. **Limitation of Liability, Exclusions.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO THE EXCEPTIONS AND EXCLUSIONS TO THE LIMITATION OF LIABILITY SET FORTH IN THE MSA, WORKDAY'S AND ITS AFFILIATES' SOLE AND MAXIMUM AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT OR OTHERWISE, IN CONNECTION WITH PERFORMANCE OF THE PROGRAM SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER FOR THE PROGRAM FOR THE 12 MONTH PERIOD PRECEDING THE BREACH GIVING RISE TO THE CLAIM.

7. **Termination.** In the event of a material uncured breach by Workday relating to the Program, Customer may terminate its subscription or purchase only to such Program and any said termination will have no impact on the remainder of the subscriptions, purchases, and terms in place with Workday. Any unused Program features or services will expire in their entirety at the end of the applicable Order Term and Customer will not be eligible for any refunds or credits for unused Program features or services.

8. **Miscellaneous.** The Program is not subject to any SLA, unless expressly stated in the Program Terms, and is not part of the Service. The Program is not covered under any existing Workday audit reports or ISO Certifications. Any audit activities and Customer information requests will be addressed in accordance with the optional Universal Customer Audit Program Order Form. Workday may modify the Program Terms from time to time in its sole discretion; provided the overall features and substance of the Program shall not be materially decreased during the applicable Order Term. Customers will be notified of such changes via Workday's standard customer communication channel (e.g., Workday Community website).



00457890.0

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **WORKDAY, INC.**, a Delaware corporation, whose address is 6110 Stoneridge Mall Road, Pleasanton, CA 94588 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated July 24, 2015, an Amendment #1 to the Master Agreement dated January 13, 2020, and Amendment #2 to the Master Agreement dated May 3, 2024, for the use and support of the Workday Enterprise Resource Planning software (the "Agreement"); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Effective December 31, 2024, ORDER FORM 00457890.0 is hereby incorporated into the Agreement, provided that, any term or online agreement included in this Agreement or in the attached ORDER FORM 00457890.0 that requires the City to indemnify or hold the Contractor harmless as stated in the main body of this Agreement shall be void ab initio.
2. Section 1 of the Agreement, titled "Maximum Contract Liability," is amended to read as follows:
"1. Maximum Contract Liability: Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Forty-Nine Million Seven Hundred Fifty-Three Thousand Seven Hundred Eighty-One Dollars and Eighty Cents (\$49,753,781.80) (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."
3. Section 2 of the Agreement, titled "Term of Agreement," is amended to read as follows:
"2. Term of Agreement: The term of this Agreement begins on July 31, 2015 and ends on December 31, 2029, and the Service, described below, is for a period of five years from the Effective Date. The Agreement may be extended for up to an additional five years upon amendment of this Agreement. In the event that the Transition Period described in Section 9.7 is used, this Agreement shall be extended automatically to include the Transition Period of up to six (6) months."
4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.
5. This Third Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
6. The following attached exhibits are hereby incorporated into and made a material part of this Agreement: ORDER FORM 00457890.0.