Universal Amendment to the MSA

This amendment ("**Amendment**") amends the main subscription agreement (or similarly titled subscription agreement) between Customer and Workday ("**MSA**") and is entered into as of the start date of the Order Form into which this Amendment is incorporated ("**Amendment Effective Date**"). Unless otherwise defined, capitalized terms used have the same meaning as set forth in the Agreement.

1. Instance. The term "Tenant" (or such equivalent term) is deleted and replaced by the term "Instance". Any Tenant or data center location terms in the Agreement are hereby deleted. Workday Data Center locations are currently available on Workday Community at Workday Data Centers (https://community-content.workday.com/content/workday-community/en-us/reference/learn/resources/data-center-locations-by-workday-product-offering.html) or a successor site made available to Workday's customers.

2. Customer Content. The term "Customer Data" (or such equivalent term) is deleted and replaced with the term "Customer Content". Workday will have the right to use Customer Content only to provide the Service, subject to this Agreement.

3. Customer Obligations. The section in the MSA titled "Customer Obligations" or other similarly titled section is amended by the addition of the following wording: "Customer will have sole responsibility for (a) any Non-Workday Content it installs, uses, or enables; (b) obtaining and verifying that it has all authorizations, consents, and rights necessary to use the Service; and; (c) ensuring compliance with the AUP by Customer, its Affiliates, and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. For purposes of clarity Customer, its Affiliates, and Authorized Parties may not use the Service in a manner that would violate the AUP, including for or as a part of any automated decision- making purpose (including employment) with legal effects. Customer is responsible for any final decision made based on Outputs. During the applicable Order Term, Workday reserves the right to suspend Customer's access to an applicable Service in the event that Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or Workday in good faith reasonably determines that Customer has violated the AUP. However, Workday will use commercially reasonable efforts under the circumstances to: (i) provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension; and (ii) minimize the length and scope of suspension in light of the circumstances."

4. Security & Data Processing.

a. Universal Security Exhibit. If the MSA is not subject to the Universal Security Exhibit (v.19.5 or later), then the Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html applies (each the "**Security Exhibit**" as applicable). The Security Exhibit supersedes and replaces all prior versions of security exhibits and may be updated by Workday from time to time, provided that no update will materially decrease the protections provided by the controls set forth in the Security Exhibit.

b. Universal Data Processing Exhibit. Personal Data will only be processed in accordance with the DPE. "**DPE**" means (i) Customer's existing Universal Data Processing Exhibit (v.19.5 or later) incorporated into the Agreement, except that the definition of **"**Covered Service" is deleted and replaced with the following: **"Covered Service"** means (a) any Service provided under the MSA or (b) any Professional Services"; or (ii) if the MSA is not subject to the Universal Data Processing Exhibit (v.19.5 or later), the DPE located at https://www.workday.com/en-us/legal/universal-contract-terms-and- conditions/index.htm. The DPE shall supersede and replace all existing terms in the MSA (including in separate addenda, exhibit or amendment) governing Workday's processing of personal data as a data processor on behalf of Customer. The DPE may be updated by Workday from time to time to comply with Data Protection Laws applicable to Workday as a data

processor, provided that no update will materially decrease Workday's data processor obligations under the DPE.

c. Security Program and Audit Reports. All existing security terms in the MSA (including in separate addenda or exhibit) other than the Security Exhibit are superseded and replaced with the following:

"**Security Program and Audit Reports**. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Content; (ii) protect against threats or hazards to the security or integrity of Customer Content; and (iii) prevent unauthorized access to Customer Content. Such security program conforms to the Security Exhibit and Audit Reports. Through Workday's customer self-service systems or upon Customer's written request, Workday will make its Audit Reports to Customer. Audit Reports may be updated by Workday from time to time, provided that no update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term. Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it."

5. Retrieval of Customer Content. Section 9.6 in the MSA titled "Retrieval of Customer Data" or is deleted and replaced with the following section:

> "**Retrieval of Customer Content.** Upon Customer's written request made on or prior to expiration or termination of this Agreement (including any Transition Period), Workday will give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("**Retrieval Period**"). Workday shall not unreasonably refuse a request to extend the retrieval period to up to ninety (90) days if the request is made within thirty (30) days of the expiration or termination. After such Retrieval Period (or if no Retrieval Period, after termination or expiration of this Agreement or applicable Order Form) and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content, unless Workday has agreed to an extension, and will, unless legally prohibited, delete Customer Content by deleting Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Content in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Customer Content will be made available for extraction in a machine-readable format as described in the Documentation. Additionally, during the Term of the Agreement, Customer may extract Customer Content using Workday's standard web services."

6. Product Terms. All Order Forms signed on or prior to the Amendment Effective Date are hereby amended to be subject to the Product Terms, which are incorporated herein by reference, and any other product-specific terms attached to or linked from Customer's Order Forms are terminated and no longer in effect.

7. Governmental Entity Restrictions. Any term in this Amendment that requires the Customer to indemnify or hold Workday harmless; mandates binding arbitration; requires the Customer to obtain specific insurance; expands Workday's liability limitations beyond those in the MSA; or otherwise conflicts with this provision is void ab initio. The remainder of the agreement shall remain enforceable as if the prohibited term were not included, and all agreements entered into by the Customer, except

certain intergovernmental agreements, are governed by Colorado law notwithstanding any contrary provision.

8. Warranties. Any reference to the "Documentation" in Workday's warranty obligations related to the Service is replaced with "feature descriptions in the Documentation".

9. AI Systems

To the extent Workday provides AI Systems in connection with the Service, the following terms shall apply:

a. Workday develops AI Systems in accordance with Workday's obligations under applicable Laws.
b. Workday shall maintain a governance and risk management program for AI Systems that takes into consideration the NIST AI Risk Management Framework or such successor framework, as may be updated from time to time to comply with Workday's ethical artificial intelligence principles and applicable Laws. Customer may review Workday's responsible artificial intelligence controls through the current Audit Reports for the applicable Service.
c. Workday provides Customer with the ability to control the use of Customer Content and the configuration of AI Systems available to Customer. Workday shall use (i) AI Systems to provide the Service and (ii) Customer Content for the purposes of training or improving any AI System, only to the extent permitted in the MSA (including this Amendment), the Product Terms or as otherwise agreed to by the parties in writing. Customer shall manage such use by configuring its Instance in accordance with the Documentation.
d. As between the parties, and except as otherwise provided in the Agreement, Customer shall own all right, title, and interest in and to all Customer Content, including any Outputs.
e. Unless otherwise set forth in the Agreement, all AI Systems are part of the Service. As such, and for purposes of clarity, the limitation of liability in the Agreement shall apply in connection with the AI Systems, as will the Service Warranty.
f. Workday's indemnification obligations under the Agreement shall apply to any Claim that an AI System infringes a third party's Intellectual Property Rights, provided that Customer has satisfied, if any, applicable indemnification conditions set forth in the Agreement.

10. Miscellaneous. In the event of any conflict, the following order of precedence will control: (i) this Amendment; (ii) the Order Form (including applicable Product Terms), and (iii) the MSA.

11. Definitions.

The following definitions are amended in or added to the MSA:

"**AI System**" means a machine-based system that, for explicit or implicit objectives, infers, from Customer Content, how to generate Outputs.

"**Audit Reports**" means the most recently issued security audit reports prepared by Workday's independent third party auditor and other security relevant assessment reports for the applicable Service as identified in the Product Terms.

"**AUP**" means the acceptable use policy for the applicable Service located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which may also incorporate by reference acceptable use policies of applicable Workday Subprocessors.

"**Customer Content**" means electronic data or information submitted to the Service by Customer or Authorized Parties.

"**Improvements**" means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features as defined in the applicable Product Terms) error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes

to the Service and Documentation, as developed by Workday and made available to customers generally without a separate charge.

"**Instance**" means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"**Non-Workday Content**" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

"**Order Form**" means the fully executed ordering document under which Customer subscribes to Service application(s) or other services, which includes applicable Product Terms.

"**Outputs**" means outputs, such as predictions, content, recommendations, or decisions that can influence physical or virtual environments, each as generated from an AI System and made available in Customer's Instance as part of the Service.

"**Product Terms**" means the product terms for applicable Product Lines (as identified in an Order Form or on Community) available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html or attached to the applicable Order Form (for reference only), which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after publication of the updated Product Terms.

"**Production**" is amended to clarify that Production does not include any sandbox, preview, or implementation Instance.

"**Service"** means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) and subscribed to under an Order Form.

"**SLA**" means the Production support and service level availability policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time, provided that no update will materially decrease Workday's responsibilities under the SLA during the applicable Order Term.

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.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Amendment as of the Amendment Effective Date.

[Signatures on the following page.]

Contract Control Number: TECHS-202684661-04 (201523140-04)
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: TECHS-202684661-04 (201523140-04)
Contractor Name: WORKDAY, INC.

By: _____
Matt Edwards (Jun 24, 2026 09:59:14 PDT)

Name: Matt Edwards
(please print)

Title: Sr. Director, DGC
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)