

**ORDER FORM #00419002.0**

<b>Customer Name</b>	County of San Mateo
<b>Workday Entity Name</b>	Workday Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>MSA Effective Date</b>	September 10, 2013
<b>Order Effective Date</b>	The later of the dates of the parties' signatures below
<b>Order Term</b>	October 17, 2023 through September 9, 2026
<b>Currency</b>	USD
<b>Underlying Order Forms</b>	255923, 318676, and if applicable, any related renewal Order Form(s) then in effect.
<b>Total Subscription Fee</b>	346,544

**Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	107,438
2	Due September 10, 2024, in accordance with the MSA	119,553
3	Due September 10, 2025, in accordance with the MSA	119,553
	<b>Total Payment Amount</b>	<b>346,554</b>

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
WSP	Workday Success Plan	% of Fee	WSP - Accelerate

**1. 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-plans-program-terms.pdf>) and subject to the terms of the Workday Customer Experience Program Addendum (<https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>). In the event of a conflict between the terms of this Order Form and the terms of either of the Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday Success Plans is based on the annual average Subscription Fees during the Order Term. If Customer purchases additional SKU(s) during the Order Term, an additional fee equal to 10.0% of the Subscription Fees of the new SKU(s) will be added for the Workday Success Plan to the new Order Form. The total Workday Success Plan fees assessed in this Order Form, in the amount of 346,554, represent fees associated with the SKU(s) purchased in the Underlying Order Form(s). In the event the Order Term end date of this Order Form is prior to or exceeds the Order Term end date of the Underlying Order Form(s), Customer's use of Workday Success Plan purchased in this Order Form will be effective through the Order Term end date in this Order Form.

**2. Growth and Expansion**

Customer will report to [subscriptions@workday.com](mailto:subscriptions@workday.com) as specified in the Underlying Order Form(s) for the metrics as provided below. Due to the Add-On Services shown in the Subscription Rights Table, the Expansion Rate(s) in the Underlying Order Form(s) are incrementally increased as provided below.

**Workday Success Plans Reporting.**

An additional fee of 10.0% will be added for Workday Success Plan for any excess Subscription Rights.

Customer Information	Billing Contact, In Care of
Contact Name	Patricia Gonzales
Street Address	455 County Ctr, 3rd Flr, ISD
City/Town, State/Region/County, Zip/Post Code, Country	Redwood City, CA 94063 United States
Phone/Fax #	(650) 599-1564
Email (required)	pgolzaes@smcgov.org



At the time of Renewal, Workday Success Plans fees will be calculated based on the greater of either the minimum fee or the annual average of all eligible Renewal fees, which include any Base Subscription Fee(s) in this Order Form and the Base Subscription Fees in the Underlying Order Form(s), multiplied by the percentage indicated in the Workday Success Plan section of this Order Form.

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced MSA, as amended, the Underlying Order Form(s), or related renewal Order Form in effect, and any Addendums and Exhibits attached hereto. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. Capitalized terms not defined herein shall have the same meaning as the Underlying Order Forms. An active HCM subscription is required for use of the Service applications listed herein. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON **OCTOBER 17, 2023** ("Deadline"). Notwithstanding the foregoing, Workday reserves the right to accept an Order Form signed after the Deadline in Workday's sole discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.



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

**County of San Mateo**

**Workday, Inc.**

Julie Gonzalez  
Julie Gonzalez (Oct 4, 2023 12:37 PDT)

Signature

Signature

Name

Julie Gonzalez

Name

Title

Senior Vice President, Financial Planning & Analysis

Title

Date Signed

Oct 4, 2023

Date Signed