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**ORDER FORM #2  
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")**

Customer Name	County of San Mateo
MSA Effective Date	September 10, 2013
Order Effective Date	The later of the dates beneath the parties' signatures below
Total Training Fees	\$174,680

Payment #	Payment Due Date	Payment Amount
1	30 days after the Order Effective Date	\$125,480
2	First anniversary of the Order Term Start Date	\$24,600
3	Second anniversary of the Order Term Start Date	\$24,600
	<b>Total Due</b>	<b>\$174,680</b>

SKU	Training Offering	Price Per TC	Quantity	TC Fees
TC	Training Credits (prepaid)	\$520	194	\$100,880

SKU	Training Offering	Annual Rate	Quantity (# of Blocks)	ODE Fees for Order Term
ODETECH	On-Demand Education - Cross-Application Technology Library Block	\$5,000	1	\$15,000
ODEHCM	On-Demand Education - HCM Library Block	\$5,000	1	\$15,000
ODEPAY	On-Demand Education - Payroll Library Block	\$5,000	1	\$15,000
	<b>Total ODE Fees for Order Term</b>			<b>\$45,000</b>

**ODE Order Term:** September 10, 2013 through September 9, 2016

SKU	Training Offering	Total Number of Workers	WAT Fees for Order Term
WAT	Workday Adoption Tool-Kit	9,200	\$28,800

**WAT Order Term:** September 10, 2013 through September 9, 2016

The link to the ODE and WAT offerings will be delivered to the respective ODE and WAT Named User designated below. The Customer is responsible for providing accurate email addresses below.

Customer Contact Information	Billing	ODE Named User	WAT Named User
Contact Name	Patricia Gonzales	Juan Raigoza	Juan Raigoza
Street Address	555 County Ctr		
City/Town,	3 <sup>rd</sup> Flr, ISD		
State/Region/County,	Redwood city CA 94063-		
Zip/Post Code,	1665		
Country	United States		
Phone/Fax #	(650) 599-1564	(650) 363-4853	(650) 363-4853
Email	pgonzales@smcgov.org	jraigoza@co.sanmateo.ca.us	jraigoza@co.sanmateo.ca.us

**Budgetary Cap:** The parties agree that payments due under this Order Form shall not exceed \$174,680 (the "Cap") unless there is a written amendment, signed by both parties which increases the Cap. The parties further agree Customer is not entitled to receive training without compensation to Workday if the Cap has been reached and may utilize the Workday Adoption Toolkit only for number of Workers for whom fees have been paid.



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**Fiscal Funding:** Customer confirms that funds have been budgeted and allocated for Payment #1. For future payments, upon written request from Workday, Customer shall confirm in writing whether funds have been budgeted and allocated to this Order Form.

**Restriction on Access.** Section 6 of Addendum A attached hereto restricts access to training and shall take precedence, with respect to access to training only, over Section 1.2 and the definition of Authorized Parties found in Section 11 of the MSA.

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

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
Don Horsley, President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Clerk of Said Board

**Workday, Inc.**

*Michael A. Stankey*  
Michael A. Stankey (Sep 4, 2013)

\_\_\_\_\_  
Contractor's Signature

Sep 4, 2013  
Date: \_\_\_\_\_



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ADDENDUM A

ADDITIONAL ORDER FORM TERMS – TRAINING

- Classroom and Virtual Training Terms.** The Training Credits purchased under this Order Form expire one (1) year from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance to a Workday classroom training course at a designated Workday facility for one attendee, (ii) one day of training for one person to attend a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance to a Workday virtual instructor-led training course for one attendee. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday’s current training catalog. Any Customer request for cancellation of class enrollment must be received by trainadmin@workday.com or entered into the Learning Management System at least ten (10) full calendar days prior to the scheduled start date of the class. Cancellations received less than ten (10) calendar days prior to the scheduled start date are subject to the full training fee.
- Training Credit Bulk Purchase Option.** Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits and a la carte training purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made hereunder and will remain in effect for at least one (1) year following the Order Effective Date:

Number of Pre-paid Training Credits Acquired	Applicable Rate Per Training Credit
0 – 25	\$600
26 – 50	\$580
51 – 75	\$560
76 – 100	\$540
101-249	\$520
250+	\$500

- On-Site Training Terms.** On-site training at Customer’s site is subject to Workday’s approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for both: (i) the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session, and (ii) a flat rate set-up fee of one (1) Training Credit which will be credited against Customer’s prepaid balance. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is eleven (11) minimum and eighteen (18) maximum.
- On-Demand Training Terms.**  
A “**Block**” is a group of five Named Users. A “**Library**” is a bundle of specific, related training concepts. Library offerings currently include: (i) “HCM”, (ii) “Cross Application Technology”, (iii) “Financials”, and (iv) “Workday Payroll”. A “**Named User**” is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the ODE. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the ODE content within a specific Library during the stated number of years above.



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5. **Workday Adoption Toolkit Terms.** Workday Adoption Toolkits ("WATs") include: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the WAT Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) captivate ODE, and (v) sample internal marketing materials. During the WAT Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the WATs solely for the purpose of internally distributing the relevant WAT material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the WATs made by it. Subject to Workday's underlying intellectual property rights in the WATs and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the WATs ("WAT Improvements"). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all WAT Improvements. Customer agrees that WAT Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any WAT Improvements should Workday create similar materials independently.
  
6. **Miscellaneous Training Terms.** Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.