

**ORDER FORM 00519068.0**

<b>Customer Name</b>	County of San Mateo
<b>Workday Entity</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>MSA Effective Date</b>	September 10, 2013
<b>Order Form Effective Date</b>	The later of the dates of the parties' signatures below
<b>Order Term</b>	September 26, 2025 through September 25, 2035
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	21,127,053
<b>Plus Amount Outstanding for Fees under the Superseded Order Forms (defined below)</b>	62,680 (included in Payment #1)
<b>Net Payment Amount</b>	21,189,733
<b>Superseded Order Form(s)</b>	255923, 419038, 318676, 419002, 462336

Whereas, the parties have agreed to enter into this Order Form, the purpose of which is to:

- (i) define the Order Term for Customer's use of the Subscription Services described below,
- (ii) set the number of FSE Workers as of this Order Term start date;; and
- (iii) describe the Subscription Service application SKUs for Customer's use during this Order Term as defined in SKU DESCRIPTIONS ADDENDUM.

Now, therefore, as of the later of the Order Form Effective Date or the Order Term start date, the Superseded Order Form(s) are hereby superseded with no further force or effect and all use by Customer of the Service described herein is covered only by this Order Form.

**Payment Schedule Table**

<b>Payment #</b>	<b>Payment Due Date</b>	<b>Payment Amount</b>
1	Due in accordance with the MSA, invoiced upon Order Form Effective Date	1,626,830
2	Due on First anniversary of the Order Term start date	2,007,594
3	Due on Second anniversary of the Order Term start date	2,047,201
4	Due on Third anniversary of the Order Term start date	2,087,602
5	Due on Fourth anniversary of the Order Term start date	2,128,813
6	Due on Fifth anniversary of the Order Term start date	2,170,852
7	Due on Sixth anniversary of the Order Term start date	2,213,730
8	Due on Seventh anniversary of the Order Term start date	2,257,464
9	Due on Eighth anniversary of the Order Term start date	2,302,073
10	Due on Ninth anniversary of the Order Term start date	2,347,574
	<b>Total Payment Amount</b>	<b>21,189,733</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
HCM	Human Capital Management	FSE*	Full Enterprise
TLOA	Talent Optimization Add On	FSE*	Full Enterprise
HLP	Help	FSE*	Full Enterprise
JRNY	Journeys	FSE*	Full Enterprise
EMPVCE	Peakon Employee Voice	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise
PPLA	People Analytics	FSE*	Full Enterprise
PRA	Prism Analytics	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
LRNXE	Workday Learning for Extended Enterprise	Seats	Up to 1,000 Seats
WSP	Workday Success Plan	% of Fee	WSP - Accelerate

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

\*\*Customer agrees that the number of FSE Workers for all Payroll Services and any Workday payroll connector 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
Full Enterprise	6,280
United States-based employees	6,280

**Named Support Contacts Table**

Number of Named Support Contacts*	6
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\*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

**Customer Contact Information**

	<b>Billing, In Care of</b> <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	<b>Customer Support</b> <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	<b>Subscriptions Contact</b> <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Patrick Enriquez, Director of Automation	Khaled Azimi, HR IT Manager	Lisa Okada, Deputy HR Director
Street Address City/Town, State/Region/County, Zip/Post Code, Country	555 County Center, 4 <sup>th</sup> Floor Redwood City, CA 94063	500 County Center, 4 <sup>th</sup> Floor Redwood City, CA 94063	500 County Center, 4 <sup>th</sup> Floor Redwood City, CA 94063
Phone/Fax #	(650) 363-4892	(650) 363-4329	(650) 363-7824
Email (required)	<a href="mailto:pnenriquez@smcgov.org">pnenriquez@smcgov.org</a>	<a href="mailto:kazimi@smcgov.org">kazimi@smcgov.org</a>	<a href="mailto:lokada@smcgov.org">lokada@smcgov.org</a>

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): Peakon, Learning, Media Cloud, located below. This Order Form is the Signature Document, which by executing this Order Form, the undersigned agree they are duly authorized signatories and all documents linked and/or attached are entered into between the parties, effective as of the later of the dates beneath the parties' signatures below. 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 FROM CUSTOMER A SIGNED COPY OF THIS ORDER FORM BY NO LATER THAN 4 PM EST ON SEPTEMBER 26, 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 Form Effective Date.

**County of San Mateo**

*David J. Canepa*

**Workday, Inc.**

*Julie Gonzalez*  
Julie Gonzalez (Sep 3, 2025 16:24:04 PDT)

Signature

Signature

David J. Canepa

Julie Gonzalez

Name

Name

President, Board of Supervisors

Senior Vice President, Financial Planning & Analysis

Title

Title

September 23, 2025

Sep 3, 2025

Date Signed

Date Signed

SMC Resolution No. 081417



## 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	5,931	100.0%	5,931
Part-Time Employees	1,364	25.0%	341
Associates	60	12.5%	8
Former Workers with Access	0	2.5%	0
<b>Total FSE Count:</b>	<b>7,355</b>		<b>6,280</b>

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
LRNXX	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 (<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 Subscription Fees during the Order Term. If Customer purchases additional SKU's or Subscription Rights during the Order Term, an additional fee equal to 10.0% 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 1,920,640, 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](mailto: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	77.60
TLOA	4.50
HLP	17.66
JRNY	7.63
EMPVCE	17.66
CCB	23.28
USP	58.20
LRN	16.66
MCNF	Media Cloud – No Fee
CCLRN	4.29
PPLA	20.16
PRA	31.04



PRJT	Included with HCM
EXP	13.55

**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
LRNXE	Total of 2,000 Seats	13,545

**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](mailto: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 10.0% 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))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI))

The "**Base Subscription Fee**" is \$2,109,610. The Renewal fees for the Workday Success Plan will be based on the greater of either the minimum fee or 10.0% of the annual Renewal fees defined herein. 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. Annual Renewal Subscription Fees are valid only if Customer's Base Subscription Fee plus any annualized fees for Workday Success Plan is equal to or greater than the Base Subscription Fee defined herein. 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. 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 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 Form 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).
Talent Optimization Add On*	Talent Optimization Add On includes features that (if and when available) enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities.
Help*	Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases.
Journeys*	Journeys enables customers to surface content from inside and outside of Workday for employee milestone events (journey paths) and every day work activities (cards).
Peakon Employee Voice	Workday Peakon Employee Voice provides organizations with the data required to surface granular insights around employee engagement, sentiment and inclusion, capturing real-time feedback across the organization. Workday Peakon Employee Voice delivers timely and relevant questions to your workforce and delivers data insights across the entire employee lifecycle, coupled with contextual guidance, targeted learning and development opportunities, action plans and reports, and prescriptive action tracking features. Workday Peakon Employee Voice provides standard question sets aligned to topics such as employee engagement, diversity & inclusion, health & wellbeing, manager and employee sentiment, as well as the ability to create custom questions. Global and industry benchmarks, aggregated from the results of standard questions sets, provide companies the ability to compare to similar organizations.
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,

	<p>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.</p>
Learning	<p>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.</p>
Media Cloud - No Fee	<p>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.</p>
Workday Learning for Extended Enterprise	<p>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.</p>
Cloud Connect for Learning*	<p>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.</p>
People Analytics*	<p>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.</p>
Prism Analytics	<p>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.</p>
Projects	<p>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.</p>
Expenses	<p>Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and</p>



	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.
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\*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 Peakon Addendum**

This Workday Peakon Addendum ("Peakon Terms") supplements and amends the MSA only for the Peakon Employee Voice SKU(s) listed on an Order Form ("Peakon") 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 these Peakon Terms have the same meaning as set forth in the MSA.

1. **Documentation.** Workday makes the Documentation for Peakon available in the user documentation that relates to the online platform accessible via [peakon.com](https://support.peakon.com/hc/en-us), currently located at <https://support.peakon.com/hc/en-us>.
2. **Peakon Instances.** Peakon uses Peakon Instances rather than Customer's Tenant. A "Peakon Instance" is a unique instance of the Service with a separate set of Peakon Data held in a logically separated database (i.e. a database segregated through password-controlled access). Workday is not required to escrow any source code used in Peakon.
3. **Peakon Data.** Peakon uses Peakon Data rather than Customer Data (or such equivalent term in the MSA). "Peakon Data" is the electronic data or information submitted to Customer's Peakon Instance by Customer or Authorized Parties. Customer shall have sole responsibility for the accuracy, quality, and legality of Peakon Data. For the avoidance of doubt, any confidentiality, security breach, limitation of liability, indemnification, data retrieval and data deletion terms in the MSA applicable to Customer Data apply to Peakon Data.
4. **Peakon Results.** Workday shall not use Peakon Data except to (i) provide and improve Peakon, (ii) generate Peakon Results, (iii) prevent or address technical problems, and (iv) verify service Improvements, each in accordance with these Peakon Terms, the Documentation, and applicable law. Subject to these Peakon Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use Peakon, including Peakon Results. Subject to these Peakon Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the UDPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import and format Peakon Data for the purposes in this paragraph. "Customer Peakon Results" means any and all analytics, trends, analyses, processes, aggregations, reports, and results generated from Peakon Data; provided that Workday Results shall never be classified as Customer Results. "Workday Peakon Results" means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from Peakon Data that have undergone processing by Workday such that they can no longer be used to identify, directly or indirectly, Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person. As between the parties, Customer owns all Peakon Data and Customer Peakon Results, and Workday owns all Workday Peakon Results. "Peakon Results" means, collectively, Customer Peakon Results and Workday Peakon Results.
5. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit ("USE") and Universal Data Processing Exhibit ("UDPE") currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/> shall govern Peakon. For purposes of the UDPE, "Subprocessor List" means the list, currently located at <https://www.workday.com/en-us/legal/subprocessors.html>, identifying the Subprocessors that are authorized to Process Personal Data for Peakon.
6. **Audit Report.** The audit report applicable to Peakon is the current Service Organization Controls 2 Type II audit report for Peakon or a successor third-party audit report ("Peakon SOC2"). For Peakon, Workday maintains a security program that conforms to the USE and is further described in the Peakon SOC2, and Workday will not materially diminish the protections provided by the controls set forth in the USE and the Peakon SOC2. Peakon is not covered under any other Workday audit reports or ISO certifications.



7. **Support.** The Workday SLA applies to Peakon in all respects except (i) Peakon's Recovery Time Objective is 72 hours, (ii) Peakon's Recovery Point Objective is 12 hours, and (iii) Workday will make end of life announcements through a Workday Customer portal before the end of life of any Peakon API.
8. **SMS.** Customer has sole discretion to opt into the Peakon short message service ("Peakon Messaging"). If Customer opts into Peakon Messaging, Customer agrees (a) that it is solely responsible for obtaining and verifying end user consent, as applicable, for such services in accordance with these Peakon Terms and applicable Law, (b) to comply with and ensure its Affiliates and all of their Authorized Parties comply with Workday's Acceptable Use Policy, currently located at <https://community.workday.com/aup> ("AUP"), and in the event of an AUP violation Workday may suspend access to Peakon Messaging, (c) 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 use of Peakon Messaging or Customer or end user violations of the AUP, (d) that any third-party subprocessor used to deliver Peakon messaging ("SMS Provider") is, by necessity, a separate data controller of individual data subjects' telephone numbers as required for purposes of providing and optimizing functionality and security, investigating improper use, and complying with applicable Law, audit, regulatory and compliance frameworks, and (e) once Peakon Data is delivered from each applicable SMS Provider to telecommunications providers the data is no longer Peakon Data or a part of Peakon.
9. **Protected Health Information.** Customer shall not upload Peakon Data that contains Protected Health Information as defined in the Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws.

## **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.



## **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 DPE) 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 Form 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.