



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement" or "PSA"), effective as of September 10, 2013 ("Effective Date"), is by and between Workday, Inc. ("Workday") with offices at 6230 Stoneridge Mall Road, Pleasanton, CA 94588 and County of San Mateo ("Customer" or "County"), a California local government entity with offices at 455 County Center, 5th Floor, Redwood City, CA 94063. Whereas, Workday offers professional services in conjunction with its hosted application service; Customer desires to obtain such professional services; and this business relationship and the allocation of responsibilities are set forth in this Agreement. Therefore, the parties agree as follows:

1. Professional Services to be provided by Workday. Workday shall perform the services ("Professional Services") in the form, type and manner provided in one or more statements of work that refer to this Agreement and upon execution by the parties are made a part hereof (each a "Statement of Work" or "SOW").

2. Fees and Expenses.

2.1 Fees. Customer shall pay Workday Professional Services fees at the rates and in accordance with the payment schedule set forth in the applicable Statement of Work. Except as otherwise stated in the applicable Statement of Work, all fees are quoted and payable in United States dollars.

2.2 Expenses. Customer shall reimburse Workday for all reasonable and necessary travel and living expenses incurred by Workday in the performance of the Professional Services under this Agreement. Upon Customer's written request, Workday will submit supporting expense documentation and copies of receipts to Customer for expenses over \$25. Individual SOWs may have specific provisions regarding travel-related expenses which will apply to that SOW.

2.3 Payment. Except as otherwise stated in the applicable Statement of Work, charges (except fees subject to good faith dispute) are due net thirty (30) days from the invoice date. Customer shall provide Workday with complete and accurate billing and contact information.

2.4 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Infringement", or under the applicable Statement of Work, all payment obligations for Professional Services actually provided to Customer under any and all Statements of Work are non-cancelable and amounts paid are non-refundable except to the extent Customer is overcharged or inadvertently pays more than is due.

2.6 Overdue Payments. Any payment not received from Customer by the due date under each applicable SOW may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.7 Possible Suspension of Professional Services. If Customer's account is more than thirty (30) days overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to cease providing Professional Services to Customer, without liability to Customer, until such amounts are paid in full.

2.8 Taxes. Except otherwise stated in the applicable Statement of Work, Workday's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its acquisitions hereunder, this Agreement, and the Professional Services, excluding U.S. income taxes on Workday. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer shall gross up the payments so that Workday receives the amount actually quoted and invoiced. If Workday has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.



PROFESSIONAL SERVICES AGREEMENT

3. Ownership.

3.1 Workday Ownership. All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing Professional Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "Workday Intellectual Property") vests in Workday. Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein.

3.2 License to the Workday Intellectual Property. Subject to Section 3.1 above, Workday grants to Customer a nontransferable and nonassignable term license to access and to use the Workday Intellectual Property that Workday incorporates into a Deliverable provided to Customer hereunder, without further license fees. Customer may only use the Deliverables in connection with its authorized use of the Workday Service, as such is defined pursuant to the separate and independent Master Agreement between the parties and only during the Term set forth therein.

3.3 Customer Ownership. All Customer Confidential Information, and all PII supplied by or PII input by Customer or Customer authorized third parties, shall be, and remain, the property of Customer. Subject to Workday's underlying Intellectual Property Rights, all right, title and interest in any Custom Integration developed solely by Customer shall vest in Customer. 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 Custom Integration should Workday create any similar integration independently.

4. Insurance. During the Term, Workday shall maintain, at its own expense, the following insurance: (a) statutory workers' compensation insurance and employer's liability insurance as required by applicable law; and (b) a commercial general liability policy with aggregate limits of no less than \$2,000,000 and \$1,000,000 per occurrence. Such policies shall be with insurance companies with at least an AM Best Rating of A-VII authorized to do business in the jurisdictions where the Workday Services are to be performed. Customer shall be named as an additional insured on the Commercial General Liability policy with respect to provision of services provided under this Agreement.

5. Confidential Information.

5.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party for any purpose outside the scope of this Agreement, except with the other party's prior written permission.

5.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable standard of care).

5.3 Compelled Disclosure. If a party is compelled by law to disclose Confidential Information of the other party, it shall promptly provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. For purposes of this section, a request to Customer for documents or information pursuant to the California Public Records Act will be considered a compelled disclosure. All parties acknowledge that the County will not make any assertion of exemption on behalf of Workday in response to a Public Records Act request. However, if presented with a request for any document that Workday has clearly marked Confidential or Proprietary, the County will inform Workday of the document's imminent disclosure. It will then be the sole responsibility of Workday to timely seek a court order prohibiting the document from disclosure and Workday agrees to indemnify, defend and hold harmless the County in any subsequent proceeding by any outside party to obtain Workday's Confidential information from the



PROFESSIONAL SERVICES AGREEMENT

County. The parties agree and acknowledge that while a Statement of Work may be considered Confidential Information, it may be disclosed by the County as required under this section 5.3. In addition, the County may disclose Statement of Works and this Agreement in accordance with requirements for publication of items that will be on the County's Board agenda; such disclosure may take the form of a web site-accessible posting of the documents. After documents have been removed from the web site posting, they will be made available to third parties only through the compelled disclosure process.

5.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to it, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

5.5 Exclusions. Confidential Information (except for PII) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party.

6. Warranties & Disclaimers.

6.1 Warranties. Workday warrants that it shall perform the obligations described in each Statement of Work in a professional and workmanlike manner.

6.2 Warranty Remedies. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to the Customer or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer prorated amounts paid for the defective Professional Service or Deliverable. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days after the first date the deficiency is identified by Customer.

6.3 DISCLAIMER. 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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROFESSIONAL SERVICES AND/OR RELATED DELIVERABLES. WORKDAY DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES AND/OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE PROFESSIONAL SERVICES AND DELIVERABLES.

7. Indemnification. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of any Deliverable as provided to Customer under this Agreement or any SOW hereto and used in accordance with this Agreement and Documentation, infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, that Customer (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Notwithstanding the foregoing, Workday shall not be required to indemnify Customer in the event the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification



PROFESSIONAL SERVICES AGREEMENT

made by a party other than Workday, or (z) arises from use of a Deliverable in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Deliverable or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, and the parties are unable to agree upon any other solution, then this Agreement shall be terminated and Workday's sole liability shall be to refund any fees paid by Customer for such Deliverable.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. EXCEPT AS SET FORTH IN SECTION 8.3, WORKDAY'S MAXIMUM LIABILITY FOR ANY ACTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT, ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO 1) PERFORMANCE OF THE NON-CONFORMING PROFESSIONAL SERVICES, OR 2) THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE SPECIFIC STATEMENT OF WORK. NOTWITHSTANDING THE PRECEDING, THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY TORT CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE PERSONAL PROPERTY TO THE EXTENT RESULTING FROM WORKDAY'S ACTIONS.

8.2 EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF DATA OR USE, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PROFESSIONAL SERVICES, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR CONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

8.3 SPECIAL LIMITATION FOR UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA. WORKDAY'S AGGREGATE LIABILITY FOR ITS BREACH OF THIS AGREEMENT RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA (INCLUDING THE COST TO DEFEND THIRD PARTY CLAIMS CAUSED BY SUCH BREACH) SHALL NOT EXCEED ONE AND ONE-HALF (1.5) TIMES THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE SPECIFIC STATEMENT OF WORK FROM WHICH THE BREACH AROSE.

9. Term & Termination.

9.1 Term. The term of this Agreement shall commence on the Effective Date hereof and end upon termination in accordance herewith.

9.2 Termination by Customer. Except as set forth in a Statement of Work, Customer may terminate this Agreement or any Statement of Work at any time by giving Workday fifteen (15) days prior written notice of termination.

9.3 Termination by Workday. Except as set forth in a Statement of Work, Workday may terminate this Agreement or any Statement of Work by giving Customer fifteen (15) days prior written notice in the event: (i) Customer repeatedly fails to perform its obligations under this Agreement or a Statement of Work resulting in the inability of Workday to meet its obligations and time frame commitments, or (ii) it is determined that the information provided by Customer, or lack thereof, to Workday during the discovery stage is materially inaccurate.

9.4 Termination for Cause. Either party may terminate this Agreement or any Statement of Work for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach



PROFESSIONAL SERVICES AGREEMENT

remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.5 Effect of Termination. In the event that this Agreement is terminated, Workday shall immediately cease performance of all Professional Services and Customer shall pay Workday within thirty (30) days after the date of termination for all Professional Services performed by Workday and travel & living expenses incurred up to the cessation of such Professional Services.

9.6 Surviving Provisions. All provisions of this Agreement shall survive any termination or expiration of this Agreement, except for: section 1, and section 3.2, and the SOW's shall have no further force or effect.

10. Workday Roles. Workday personnel performing Professional Services may be referred to by the titles listed in Exhibit A hereto and serve in the roles described therein. Each Workday team member's involvement will vary by task as defined in the project plan for each Statement of Work. The Workday team listing does not preclude other Workday personnel from being involved in a project described in a Statement of Work, nor does it assure involvement of all those listed. Should Customer be reasonably dissatisfied with the performance of specific Workday personnel Customer shall inform Workday in writing. Workday shall then have 30 days to remedy Customer's reasonable dissatisfaction. If, after 30 days, Customer's reasonable dissatisfaction has not been remedied, Workday shall replace the identified personnel. The parties recognize that replacement of personnel may impact project schedule. Upon request, Workday will provide Customer with resumes of key staff (Engagement Manager, Principal Consultant, Integration Lead) prior to assigning them to the project.

11. Change Order Process.

11.1 Issuance of Change Orders. Customer or Workday may, at any time propose a written Change Order. Such changes may include, without limitation, revisions to Deliverables or services, or the schedule for any Statement of Work. Any and all change orders, whether proposed by Customer or Workday requires the written mutual consent of both parties before it can become effective. Neither party shall have any obligation to begin performance under a Change Order until the Change Order becomes effective.

11.2 Response. Either party shall respond in writing to a Change Request within seven business days of receipt, advising the other in writing of any cost and schedule impact, or, if the nature of the Change Request requires more time for full evaluation, a date for a complete response. If either party reasonably believes there may be a cost impact; then, that party shall advise the other party in writing of the increase or decrease involved, including a breakdown of the number of staff hours by level of Workday and Customer personnel needed to effect such change.

11.3 Agreement. Workday and Customer shall negotiate in good faith and in a timely manner as to the price and the impact on the schedule of any Change Requests. All Change Orders will be at a fixed price unless otherwise mutually agreed by both parties. If the parties reach an agreement in writing on a Change Order, the terms in the relevant SOW shall be considered to be modified accordingly. Any agreed-upon Change Order shall clearly state any modification to project schedule or pricing. If the parties fail to reach an agreement on a Change Order; then, it shall be deemed to be rejected. All Change Orders must be signed by Customer's Controller, Director of ISD or Director of Human Resources.

12. General.

12.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

12.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after





PROFESSIONAL SERVICES AGREEMENT

sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be addressed to Customer's signatory of this Agreement.

12.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.4 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

12.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all SOWs) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full, except that Customer shall have no right to assign this Agreement to a direct competitor of Workday. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.6 Governing Law. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The Parties agree the venue of any dispute will be the Superior Court for the County of San Mateo, California or the federal district court for the County of San Mateo, California.

12.7 Use of Subcontractors. In the course of providing the Professional Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to third parties ("Subcontractors"). In such instances, Customer agrees that Workday may provide information Workday receives in connection with this Agreement to the applicable Subcontractors for the purpose of the Professional Services and related administration. Workday shall be responsible for any breaches, acts or omissions of its Subcontractors as if such had been the acts or omissions of Workday. Furthermore, should customer be reasonably dissatisfied with the performance of a Subcontractor, Customer shall inform Workday and Subcontractor in writing. Workday and Subcontractor shall then have 30 days to remedy Customer's reasonable dissatisfaction. If, after 30 days, Customer's reasonable dissatisfaction has not been remedied, Workday shall replace Subcontractor. The parties recognize that replacement of a Subcontractor may require an equitable adjustment to pricing or schedule.

12.8 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all SOWs, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of a SOW shall take precedence over provisions in the body of this Agreement, any other exhibits, or attachments, provided, however, that the Agreement shall take precedence with respect to Sections 1, 2 (except Section 2.2), 3, 4, 5, 6, 7, 8, 9, 11, 12, 13 and 14 unless the Statement of Work clearly states that it shall take priority and the Statement of Work was signed by Customer's Director of ISD and the line immediately preceding his or her signature must acknowledge an intent to override a specific Section of this Agreement. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties executed a Professional Services Agreement on February 12, 2013. All work performed



PROFESSIONAL SERVICES AGREEMENT

pursuant to Statements of Work executed prior to the effective date of this Agreement will continue to be governed by the February 12, 2013 Professional Services Agreement. Any Statement of Work executed on or after the effective date of this Agreement shall be governed by this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

12.9 Availability of Funds. Customer may terminate this Agreement or a portion of the services referenced in a Statement of Work to the extent funds are not budgeted or allocated to this project in a future fiscal year; by providing written notice to Workday as soon as is reasonably possible after Customer learns of said unavailability of funding.

12.10 Retention of Records, Right to Monitor and Audit

- (a) Workday shall maintain all records required by laws applicable to Workday for the period set forth in such laws, and shall be subject to examination and/or audit to the extent set forth in such laws.
- (b) Reporting and Record Keeping: Workday shall comply with all program and fiscal reporting requirements set forth by law with respect to the way it operates its own business and shall assist Customer in responding to any Federal or State Department having monitoring or review authority over Customer.

12.11 Use by other Public Sector Entities. The parties agree that other public sector entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to individual statements of work and that other entities will not pay the same price as Customer. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Statement of Work which references this Agreement and incorporates it by reference.

13. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Workday shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Workday's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Workday shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the



PROFESSIONAL SERVICES AGREEMENT

benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Workday shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. As stated in Chapter 2.84.030, the requirements of this chapter shall only apply to those portions of a contractor's operations that occur: (a) within the County; (b) on real property outside of the County if the property is owned by the County or if the County has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the County; and (c) elsewhere in the United States where work related to a County contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor. In order to meet the requirements of Chapter 2.84, Workday must certify which of the following statements is/are accurate:

☒ Workday complies with Chapter 2.84 by:

☒ offering the same benefits to its employees with spouses and its employees with domestic partners for portions of Workday's operations that occur in accordance with subparts (a) and (b) of Chapter 2.84.030 of the County Ordinance Code, and in accordance with subpart (c) of Chapter 2.84.030 of the County Ordinance Code except where prohibited by State or local law, regulation, or ordinance.

☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Workday's cost of providing the benefit to an employee with a spouse.

☐ Workday is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.

☐ Workday does not comply with Chapter 2.84, and a waiver must be sought.

- E. *Discrimination Against Individuals with Disabilities.* Workday shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

- F. *History of Discrimination.* Workday must check one of the two following options, and by executing this Agreement, Workday certifies that the option selected is accurate:

☒ No finding of discrimination has been issued in the past 365 days against Workday by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

☐ Finding(s) of discrimination have been issued against Workday within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Workday shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.



PROFESSIONAL SERVICES AGREEMENT

- G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject Workday to penalties, to be determined by the County Manager, including but not limited to the following:
- i) termination of this Agreement;
 - ii) disqualification of Workday from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation; and/or
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, Customer's County Manager shall have the authority to examine Workday's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Workday under this Agreement or any other agreement between Workday and County.

Workday shall report to Customer's County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Workday that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Workday shall provide County with a copy of their response to the Complaint when filed.

14. Compliance with County Employee Jury Service Ordinance

Workday shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that Workday may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Workday certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Workday has no employees in San Mateo County, it is sufficient for Workday to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Workday certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Workday shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

15. Definitions.

"Change Order" means a written form, in response to a Change Request, that is mutually agreed to in writing by Customer and Workday that modifies, deletes or adds to the Deliverables or Services, in whole or in part, and that is made in accordance with the terms of Section 11.

"Change Request" means a written form used to modify, delete or add to the Deliverables or Services, in whole or in part, made in accordance with the terms of Section 11 and the Statement of Work.





PROFESSIONAL SERVICES AGREEMENT

"Confidential Information" means (a) Personally Identifiable Information; (b) each party's business or technical information, including but not limited to any information relating to software plans, designs, documentation, training materials, costs, prices (other than pricing in an executed Statement of Work or other Contract Document) and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) the terms, conditions and pricing of any Statement of Work to this Agreement (but not its existence or parties).

"Configured Integration" means any standard Workday-supported integration or interface between third party applications or service providers and the Workday Service, which are subscribed to by Customer as part of the Workday Service. Configured Integrations are part of the Workday Service and, as such, are provided with ongoing support by Workday in accordance with Workday's then-current Production Support and Service Level Availability Policy.

"Custom Integration" means any integration or interface between third party applications or service providers and the Workday Service that are developed either (i) by Customer, (ii) by a partner or third party acting on Customer's behalf pursuant to a separate and independently executed third party agreement, or (iii) by Workday pursuant to a Statement of Work. Custom Integrations are deployed, maintained and supported by Customer and are not part of the Workday Service.

"Deliverables" means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Professional Services for delivery to Customer.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Personally Identifiable Information" or "PII" means any and all individually identifying information related to former, current or prospective employees, consultants, contingent workers, independent contractors or retirees of Customer that is accessed, disclosed, provided, obtained, created, generated, scanned, entered, collected or processed in connection with the Professional Services.

"Workday Service" means Workday's software-as-a-service applications provided to Customer pursuant to the separate and independent Master Agreement between the parties.

"Workday Web Services" are an industry-standard set of integration services that enable the exchange of data between the Workday Service and third-party systems used by Workday customers.





PROFESSIONAL SERVICES AGREEMENT

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 J. Stanley
Michael J. Stanley (Aug 29, 2013)

Contractor's Signature

Date: Aug 29, 2013

Approved as to Legal Form by:

Paula Goldman (Workday)
Paula Goldman (Workday) (Aug 29, 2013)



PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A WORKDAY ROLES

Engagement Manager – An Engagement Manager manages the overall project and is responsible for working with the Customer Project Manager throughout the project. The Engagement Manager helps guide the project by providing input as it relates to project management techniques, the use of Workday tools and templates, interaction with the Workday operations team, and leveraging Workday's implementation methodology, where appropriate. The Engagement Manager staffs the project with Workday (or partner resources) and guides his/her activities based on a mutually agreed upon project plan developed pursuant to a Statement of Work. The Engagement Manager is responsible for resolving project-related issues that may be outside the direct control of the project team (e.g., coordinating the resolution of issues with the Workday development team). The Engagement Manager provides overall project status to key members of Workday's Professional Services management team and participates in internal review meetings.

Principal Consultant – Principal Consultants are responsible for working with Customer to support Customer's design business processes, gather functional and reporting requirements, and map Customer's current data to Workday. Principal Consultants configure Workday according to Customer requirements and documents any areas where requirements are not met. Principal Consultants provide feedback to Customer relating to Customer's access to the features/functions of the Workday Service, support testing, data conversion, and integration development efforts. Principal Consultants escalate issues that may impact the go-live date to the Workday Engagement Manager.

Integration Consultant – Integration Consultants are responsible for working with the Workday Principal Consultant and the Customer Business Analysts to gather and document integration requirements. Integration Consultants support the configuration and testing of Configured Integrations and the development of Custom Integrations, if any, as defined by the applicable Statement of Work.

Data Conversion Consultant – Data Conversion Consultants are responsible for converting Customer data into the Workday Service based on the configuration and mapping done by the Workday Principal Consultant and the Customer Business Analysts. Data Conversion Consultants work with the Customer Business Analysts to resolve data-related issues.

Delivery Assurance Consultant – The Delivery Assurance Team is comprised of experienced Workday consultants that work with Customer toward the implementation of the Workday Service. The Delivery Assurance Team conducts a series of diagnostic reviews at major project milestones including Configuration Reviews, Integration Reviews and the Go-Live checklist. In addition, the Delivery Assurance Consultant can conduct project planning and charter reviews, provide direction for the plan stage to guide rollout decisions, analyze downstream impacts based on products/roadmap, and troubleshoot design, configuration and integration issues if defined as such by the applicable Statement of Work.

Solution Architect – As defined by the applicable Statement of Work, the Solution Architect is responsible for leading workshops during the Architect stage to assist Customer with understanding and utilizing the Workday Service. The architecture workshops assist Customer with providing a framework for explaining the impact of key design decisions and articulate the impact of the Workday Roadmap to customer requirements.

Integration Architect – The Integration Architect is responsible for leading integration workshop(s) to assist Customer with understanding and utilizing Workday Integration Services. The Integration Architect will plan, lead and facilitate integration workshop(s) during the early stages of the project to provide guidance on integration design decisions and downstream impacts for integrations, and insight to the impact of the Integration Roadmap on customer requirements.





PROFESSIONAL SERVICES AGREEMENT

Integration Lead – The Integration Lead is responsible for providing leadership and organizational skills to the total Workday integration effort. In addition, the Integration Lead will provide the Engagement Manager feedback on how the Customer's assigned integrations and completion times will affect the overall project completion.

Solution Engineer - The Solution Engineer is responsible for providing guidance on product capabilities during the Configure & Prototype, Test and Deploy stages with a primary focus on configuration impacts, cross product dependencies, and overall adherence to Customer requirements. The Solution Engineer will escalate issues and confirm the process for knowledge transfer to customer resources.

Test Coordinator – As defined by the applicable Statement of Work, the Test Coordinator will oversee the Workday application testing process for both System and User Acceptance Testing by planning the tests, managing and coordinating the effort and directing the resources. They will partner with the Customer for scheduling of the testing resources.

