

**Amendment #1 to the Master Subscription Agreement**

This Amendment #1 (this "Amendment") to the Master Subscription Agreement between County of San Mateo ("Customer") and Workday, Inc., a Delaware corporation ("Workday") dated September 10, 2013 ("Agreement") is entered into as of the later of the dates beneath the parties' signatures below ("Amendment Effective Date"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement. References to the Master Subscription Agreement between the parties in Order Forms or exhibits will be deemed to be references to the Agreement. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

WHEREAS, the parties have agreed to amend the Agreement as outlined below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. In Section 1.1 "Workday Obligations", the following is added to the end of the section:

"Workday will provide service credits to Customer according to the Workday SLA Service Credit Exhibit attached hereto. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form."

2. The following is hereby added to Section 2.6 "Taxes":

"Taxes shall be computed based on Customer's address listed in the first paragraph of this Agreement which will be used as the ship-to address for all Order Form."

Except as amended hereby, the Agreement shall remain in full force and effect. This Amendment may be executed electronically and/or in counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

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

County of San Mateo

Workday, Inc.

Signature

Signature

Name

Name

Barbara Larson

Title

Title

Vice President, Finance

Date Signed

Date Signed

Aug 1, 2018

Approved as to Legal Form by:

Sieta Jacobsmeier (Aug 1, 2018)



WORKDAY SLA SERVICE CREDIT EXHIBIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service
- c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service
- d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service
- e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service
- f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service
- g. More than six consecutive months: Within thirty (30) days of such failure either party shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.



00152941.0 - Confidential

ORDER FORM # 00152941.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")
(RENEWAL OPTION)

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
Order Term	September 10, 2018 through September 9, 2021
Order Term in Months	36
Currency	USD
Total Subscription Fee	2,552,778

Payment #	Payment Due Date	Payment Amount
1	September 10, 2018	850,926
2	Due on the first anniversary of the Order Term start date	850,926
3	Due on the second anniversary of the Order Term start date	850,926
Total Subscription Fees		2,552,778

Base Renewal Subscription Fee for Order Term (pursuant to the terms of Order Form #1)

SKU*	Service**	Permitted FSE Workers	Subscription Fee
HCM	Human Capital Management	6,063	2,552,778
CCB	Cloud Connect for Benefits	6,063	
USP	Payroll for United States	6,063	
PRJT	Projects	6,063	

**Cloud Connect for HCM is included with HCM. Cloud Connect for Workday Payroll is included with USP.*

***Projects was previously included in HCM.*

Annual Subscription Fee per Additional FSE Worker by SKU during Order Term	Year 4	Year 5	Year 6
HCM	133.18	140.22	147.64
CCB			
USP			
PRJT			

Language Translations	Number of Language Translations
Number of languages	None

Customer Contact Information	Billing, In Care of
Contact Name	Patricia Gonzales
Street Address	555 County Ctr, 3 rd Flr, ISD
City/Town, State/Region/County, Zip/Post Code	Redwood City, CA 94063-1665
Country	United States
Phone/Fax #	(650) 599-1564
Email (required)	pgonzales@smcgov.org

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 Order Form #1. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

**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:

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1.03 + CPI)
2nd year of Renewal Term	Previous year subscription fee x (1.03 + CPI)
3rd year of Renewal Term	Previous year subscription fee x (1.03 + CPI)

"**Base Subscription Fee**" means the Total Subscription Fee for the Order Term divided by the number of months in the Order Term multiplied by 12. The Annual Fee per Additional FSE Worker per SKU for the Renewal Term shall be increased by the same percentage as the **Annual Renewal Subscription Fee** per year in the table immediately above and averaged over the number of years in the Renewal Term. All fees for the Renewal Term will be paid in equal payments and are due by the first day of each corresponding year of the Renewal Term. If Customer wishes to procure any SKUs or FSE Workers 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.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date.

County of San Mateo

Workday, Inc.

Robynne D Sisco
Robynne D Sisco (Aug 1, 2018)

Signature

Signature

Robynne D Sisco

Name

Name

Co- President & CFO

Title

Title

Aug 1, 2018

Date Signed

Date Signed