



**ORDER FORM #00223789.0  
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")**

|                               |   |
|-------------------------------|---|
| <b>Customer Name</b>          | County of San Mateo   |
| <b>Workday Entity Name</b>    | Workday Inc.<br>6110 Stoneridge Mall Road<br>Pleasanton, CA 94588 |
| <b>MSA Effective Date</b>     | September 10, 2013  |
| <b>Order Effective Date</b>   | The later of the dates of the parties' signatures below           |
| <b>Order Term</b>             | July 21, 2020 through September 9, 2021                           |
| <b>Currency</b>               | USD   |
| <b>Total Subscription Fee</b> | 174,630   |

| Payment # | Payment Due Date   | Payment Amount |
|-----------|--|----------------|
| 1         | Due in accordance with the MSA, invoiced upon Order Effective Date | 174,630        |
|           | <b>Total Payment Amount</b>  | <b>174,630</b> |

**Baseline FSE Worker Count by SKU**

| SKU  | Service         | Baseline FSE Worker Count for Order Term |
|------|-----------------|--|
| PRA* | Prism Analytics | 6,063                                    |

\* Customer agrees that the number of FSE Workers for this service SKU will always be equal to the total number of FSE Workers for HCM.

**FSE Growth**

| Annual Fee per Additional FSE Worker per SKU |       |
|--|-------|
| PRA  | 24.69 |

| Customer Information                          | Billing Contact, In Care of                   |
|---|---|
| Contact Name                                  | Patricia Gonzales                             |
| Street Address                                | 455 County Center, 3 <sup>rd</sup> Floor, 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                          |

The Total Subscription Fee is based on the maximum indicated in the Baseline FSE Worker Count by SKU table and any use in excess of such maximum will be subject to the applicable Growth section. FSE Workers may not be decreased during the Order Term. Customer understands that the Base Subscription Fee for the Renewal Term of this Order Form is \$149,683 and is incremental to the Base Subscription Fees in associated Order Form(s) #152941.

At any time during the Order Term, Customer has the option to acquire a subscription to People Analytics (if and when available) at no additional fee for the same FSE Worker Count as Workday Prism Analytics, only for use during the Order Term of Prism Analytics. Customer is eligible for up to 36 months of People Analytics at no additional fee which may extend into the Renewal Term provided that Customer maintains an active subscription to ISA and Prism Analytics "PRA." If Customer elects to exercise its option under this section, Customer will provide Workday with written notice before the end of the Order Term, and a separate Order Form, which will be coterminous with this Order Form, will be used to formally document the subscription. Any use of People Analytics following the Order Term will be subject to Workday's then-current pricing and terms.

**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.

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced MSA, as amended, Order Form #152941, or related renewal Order Form in effect (“**Underlying Order Forms**”), and the Addendums and Exhibits attached hereto. Any Service SKU described in this Order Form is governed by the Workday Universal Data Processing Exhibit and Workday Universal Security Exhibit. Capitalized terms not defined herein shall have the same meaning as the Underlying Order Forms. An active HCM subscription is required for use of the Service applications listed herein. All remittance advice and invoice inquiries shall be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

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

County of San Mateo

Workday, Inc.

*Michael Magaro*  
Michael Magaro (Jul 6, 2020 10:06 PDT)

Signature

Signature

Name

Michael Magaro

Name

Vice President Business Finance

Title

Title

Jul 6, 2020

Date Signed

Date Signed

## WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

### **Prism Analytics**

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.

### **Prism Analytics Capacity Unit**

A Workday Prism Analytics Capacity Unit increases the licensed Workday Prism Analytics limits for both Published Data Rows and Data Storage for a particular Tenant for the remainder of the applicable Order Term.

## WORKDAY PRISM ANALYTICS TERMS AND CONDITIONS ADDENDUM

Notwithstanding anything to the contrary in the MSA (including any statement that the MSA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum will apply to Customer's use of PRA and will control over the terms of the MSA and Order Forms to the extent they conflict with or are not covered by the MSA or Order Forms.

### 1. Scope of Use.

- a. Customer may use PRA to store and analyze data solely for the internal business purposes of Customer and the internal business purposes of Customer's Affiliates if Customer's subscription for PRA includes Affiliate's Employees.
- b. Customer's subscription to PRA herein permits Customer to use up to 250M of Published Data Rows for each Tenant (implementation and production tenants). "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. For the purposes of determining compliance with the limit on Published Data Rows, Workday will consider any data row published that exceeds 1000 characters as multiple data rows in 1000 character increments. Published Data Rows are measured separately for each Tenant. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing or deleting a dataset 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 Tenant which expands the allowable Published Data Rows. Customer's "Data Limit" for each Tenant is the sum of the limit set forth above and all current applicable Capacity Unit subscriptions purchased by Customer for such Tenant. Workday reserves the right to monitor the number of Published Data Rows by Tenant used by Customer, and if at any time Customer exceeds its Data Limit applicable to Published Data Rows for a particular Tenant, then Customer may experience reduced performance of the Tenant. 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) begin charging Customer, under a separate invoice 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 Tenant, or (ii) limit the addition of data to the Tenant and the number of data rows that may be published, and reduce Customer's Data Limit. A Capacity Unit will increase Customer's current Data Limit for the applicable Tenant for the entirety of the remainder of the applicable Order Term. Pricing of Capacity Units is dictated by the terms set forth herein.
- c. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data.

### 2. Workday Prism Analytics Capacity Units ("PRACU").

Each PRACU will increase the allowable Published Data Rows for a particular Tenant by an additional 100M of Published Data Rows with an annual fee of \$40,000 USD 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 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.