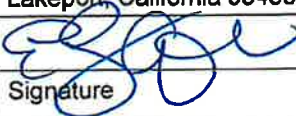


SIGNATURE DOCUMENT

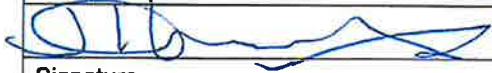
Documents	Agreement Number
Universal Main Subscription Agreement (v24.6)	MSA #: 00484722.0
UMSA Public Sector Addendum	Addendum to MSA # 00484722.0
Subscription Order Form	Order Form #: 00484973.0
Professional Services Agreement	PSA #: 00486258.0
Statement of Work	Statement of Work #:00486236.0

By executing this document ("**Signature Document**"), the undersigned agree they are duly authorized signatories and all documents listed in the above table are entered into between the parties, effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"). References to Signature Document and Effective Date in the Main Subscription Agreement mean those terms as defined in the preceding sentence.

Lake County CA 255 N Forbes Street Lakeport, California 95453	Workday, Inc. 6110 Stoneridge Mall Road, Pleasanton, CA 94588
 Digitally signed by Lloyd C. Guintivano DN: cn=Lloyd C. Guintivano, o=County of Lake, ou=Office of the County Counsel, email=Lloyd.Guintivano@lakounty.ca.gov Date: 2025.01.24 08:48:52 -0800	 Marina Chinn (Jan 29, 2025 14:36 PST)
Signature Approved as to Form Lloyd Guintivano	Signature Marina Chinn
Name County Counsel	Name VP, Sales and Marketing Finance
Title	Title Jan 29, 2025
Date Signed	Date Signed Approved as to Legal Form by:
Lake County CA 255 N Forbes Street Lakeport, California 95453	 Rick Oleka (Jan 29, 2025 15:40 EST)
 Signature	
E. J. Crandell	
Name	



00484722.0 - Confidential

Board Chair
Title
Date Signed
Lake County CA 255 N Forbes Street Lakeport, California 95453

Signature
Jenavive Herrington
Name
Auditor/Controller – County Clerk
Title
1/29/2025
Date Signed

Note: Before reviewing the MSA terms, please review our FAQ at this link: <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>



UNIVERSAL MAIN SUBSCRIPTION AGREEMENT

This Universal Main Subscription Agreement ("**MSA**") is between the **Workday** entity identified on the Signature Document or Order Form ("**Workday**") and the legal entity signing the Signature Document or Order Form referencing the Agreement ("**Customer**"). The parties agree as follows:

1. Provision of Service. Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement.

1.1 Invoices & Payment. All fees will be electronically invoiced to the Customer identified on the Order Form. All fees will be due and payable within 30 days of the invoice date, except fees subject to a reasonable and good faith dispute. Workday shall email invoices to Customer within 2 business days of the date of the invoice. Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday's request, Customer shall make payments via electronic bank transfer. Except for a termination or refund in accordance with Section 7 (Indemnification) or Section 9.1 (Termination), all Order Forms are non-cancellable and all payments are non-refundable. Customer may not withhold, reduce, or set-off fees owed under this Agreement.

1.2 Suspension for Non-Payment. Except for fees subject to a reasonable and good faith dispute, if a payment is more than 90 days past due and Workday has provided at least 30 days' written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full.

1.3 Taxes. Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively "**Taxes**"). Customer shall pay all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's address listed in the Signature Document or Order Form for this Agreement which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority to accounts.receivable@workday.com.

2. Customer Obligations. Customer shall have sole responsibility for (a) the accuracy, quality, and legality of all Customer Content, (b) any Non-Workday Content it installs, uses, or enables; (c) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; (d) taking commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use; and (e) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer's access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or if Workday in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to such suspension. Workday will use commercially reasonable efforts to minimize the length and scope of suspension in light of the circumstances.

3. Proprietary Rights.

(a) **Customer Ownership.** As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.



(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights.

(c) Customer Input. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

3.1 Restrictions. Customer shall not (a) modify, copy, or create derivative works based on the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorized Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (e), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

4. Confidentiality. Each party (the "Recipient") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "Discloser") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Recipient for internal business purposes ("Representatives"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that (a) the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal, (b) this Section 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 are superseded by this Agreement with respect to confidentiality obligations. To the extent required by Law, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.

5. Protection and Security of Customer Content and Privacy.

5.1 Security Program and Audit Reports. Workday maintains a security program that conforms to the Workday Security Exhibit and Audit Reports (as set forth in the applicable Product Terms). Through Workday's customer self-service systems or upon Customer's written request, Workday shall make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

5.2 Privacy. Personal Data will only be processed in accordance with the Data Processing Exhibit.

5.3 Unauthorized Disclosure. If either party becomes aware of a Security Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless



prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the applicable subscription Order Form term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer shall use commercially reasonable efforts to notify Workday in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (2) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday in accordance with the notice provisions of this MSA. The Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty are those described in Section 9.1 for the affected Service.

6.1 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT 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. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

7. Indemnification.

7.1 Workday Indemnity. Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 Customer Indemnity. Customer shall defend Workday, at Customer's expense, from any third-party Claim against Workday arising from: (a) Customer Content; (b) data submitted by Customer, its Affiliates or its Authorized Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third-party's Intellectual Property Rights; or (c) violations by Customer, its Affiliates or Authorized Parties of the AUP, and Customer shall indemnify and hold Workday harmless against any Losses relating to such third party Claim.

7.3 Conditions. The indemnitor's obligations in Sections 7.1 and 7.2 are conditioned on the indemnitee: (a) promptly giving written notice of the third party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defense and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

8. Limitation of Liability.



8.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, (B) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, (C) CUSTOMER'S PAYMENT OBLIGATIONS AND (D) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 8.3, THE FOLLOWING LIMITATION OF LIABILITY CAPS SHALL APPLY: IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**GENERAL CAP**"), EXCEPT THAT FOR BREACH OF EITHER PARTY'S CONFIDENTIALITY, SECURITY, OR PRIVACY OBLIGATIONS, THE BREACHING PARTY'S TOTAL AGGREGATE LIABILITY WILL BE INCREASED TO FEES PAID OR PAYABLE UNDER THE AGREEMENT DURING THE IMMEDIATELY PRECEDING 24-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**ENHANCED CAP**").

8.2 EXCLUSION OF DAMAGES. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND THE DIRECT DAMAGES IDENTIFIED IN SECTION 8.4, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

8.3 Workday Remediation Obligations. If unauthorized disclosure of or access to Personal Data is caused by Workday's breach of its security, privacy, or data protection obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data have been disclosed or accessed ("**Affected Individuals**"); (c) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access, and (d) operating a call center to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized disclosure or access. Notwithstanding the foregoing, or anything in the Agreement to the contrary, Workday will have no responsibility to pay costs of remediation to the extent they are due to gross negligence, willful misconduct or fraud by Customer or its employees, agents or contractors or Authorized Parties.

8.4. Direct Damages. Subject to Section 8.1, and notwithstanding Section 8.2, if either party breaches its obligations under this Agreement, the following will be considered direct damages: (a) amounts paid to affected third parties as damages or settlements in response to Claims arising from the breach; (b) amounts paid for fines and penalties imposed by any governmental authority arising from the breach; and (c) reasonable legal fees to defend against third-party Claims arising from the breach.

9. Term. The term of the Agreement commences on and continues from the Effective Date (as defined in the Signature Document) until all Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties ("**Term**"). Subscriptions to the Service commence on the date and are for the period set forth in the applicable Order Form.

9.1 Termination. Either party may terminate the Agreement: (a) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) to the extent permitted by Law, 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. For clarity, (1) Customer shall have the right to terminate the affected Service for a breach of Service Warranty pursuant to Section 9.1(a) above; and (2) a breach or termination of any PSA or SOW will not be considered a material breach or termination of this Agreement. If the Agreement is terminated, all Order Forms are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease accessing and otherwise utilizing the Service (except as permitted under Sections 9.2 and 9.3) and Workday



Confidential Information. Upon termination by Customer pursuant to this section, Workday shall refund Customer any prepaid Subscription Fees for the affected Service that was to be provided after the effective date of termination. Termination for any reason will not relieve Customer of the obligation to pay any Subscription Fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for uncured material breach by Workday or as otherwise stated in this Agreement will not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

9.2 Retrieval of Customer Content. Upon Customer's written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("Retrieval Period"). After such Retrieval Period (or if no Retrieval Period, after termination or expiration of the Agreement or Order Form) and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting the Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for retrieval through extraction in a machine readable format as described in the Documentation.

9.3 Transition Period Before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday prior to any such termination for a one-time transition period, Workday shall continue to provide the Service for up to 3 months after the effective date of such termination (the "Transition Period"). Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus an additional 5%. If Customer requests transition assistance during the Transition Period, Workday shall provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by a professional services agreement, at Workday's then-current rates for consulting services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of the Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives (a) payment of all fees not subject to reasonable and good faith dispute, (b) prepayment of fees for further services, and (c) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.4 Surviving Provisions. Sections 1.1, 3, 4, 5 (for so long as Workday retains Customer Content), 6.1, 7, 8, 9.2, 9.3, 9.4, 10 (except 10.2 and 10.10), and 11 will survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 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 the Agreement.

10.2 Insurance. Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer, except for those monopolistic states that do not allow it; (b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall include Customer under a blanket additional insured endorsement with respect to the provision of services provided under this Agreement; and (c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate. Limits for Employers Liability and Commercial General Liability may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions.



10.3 Notices. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (a) personal delivery; and (b) the third business day after first class mailing. Notices to Workday must be sent to the address shown in the Signature Document addressed to the attention of its Legal Department with a copy sent by email to legal@workday.com. Notices to Customer must be sent to the address shown in the Signature Document addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

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

10.5 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("Force Majeure"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within 15 days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

10.6 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 must not be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee: (a) is an entity registered in a territory in which Workday is approved to provide the Service; and (b) agrees to be bound in writing by all of the terms of this Agreement and all past due Subscription Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law; Waiver of Jury Trial. This Agreement, and all Claims relating to or arising from this Agreement, are governed exclusively by laws of the State of New York, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.8 Export. Each party shall comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.9 Anti-Corruption. Each party shall comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (a) influence any official act or decision; (b) secure any improper advantage; (c) obtain or retain business, or direct business to any person or entity; or (d) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

10.10 Federal Government End Use Provisions (if applicable). Workday provides the pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to



convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

10.11 Local Law Requirements: Canada. With respect to Customers domiciled in Canada, the following provisions shall apply:

(a) Choice of Language. The parties accept that the terms of this Agreement be drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais.

(b) Gross Negligence. "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

10.12 Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly commitments for Service Availability or Service Response (as applicable) described in the applicable Product Terms SLA (a "Failure"), Customer may request the following remedies no later than 30 days after the applicable Failure occurs: (a) a meeting to discuss possible corrective actions for the first Failure; (b) a 10% Service Credit for a second Failure; (c) a 20% Service Credit for a third Failure; and (d) a 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section are the Customer's exclusive remedies for any Failure.

10.13 Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. Except as otherwise stated in the Agreement, no modification, amendment, or waiver of any provision of this Agreement will 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 will 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 will remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. Purchase orders are for administrative convenience only and Workday may issue an invoice and collect payment without a corresponding purchase order. Customer's failure or delay to issue a purchase order shall not extend the payment due date. If a purchase order is required, it must be sent by email to accounts.receivable@workday.com 10 business days prior to the date the invoice is issued in order to be included on the related invoice. This Agreement may be executed in counterparts and/or by electronic signatures.

11. Definitions.

The following definitions shall apply to this Agreement.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Main Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"**Audit Reports**" means the (a) most recently completed security audit reports and (b) other security relevant assessment reports and certifications for the applicable Service (as identified in the Product Terms) that are prepared by Workday's independent third party audit or obtained by Workday from other independent third



parties, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

"AUP" means the acceptable use policy for the applicable Service located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>.

"Authorized Parties" means Customer's or an Affiliate's workers and third party providers who are authorized by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process to access Customer's Instance or receive Customer Content.

"Claim" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Content; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, 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 (d) the negotiated terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

"Customer Content" means electronic data or information submitted to the Service by Customer or Authorized Parties.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its users and/or Authorized Parties relating to the operation or functionality of the Service.

"Data Processing Exhibit" or **"DPE"** means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday's Data Processor obligations under the DPE.

"Documentation" means the then-current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

"Enhanced Features" shall have the same meaning as set forth in the applicable Product Terms.

"Improvements" means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"Instance" means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"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.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

"Loss" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.



"Non-Workday Content" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

"Order Form" means the fully executed ordering document (including Product Terms) under which Customer subscribes to Service application(s) or other services. Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

"Personal Data" has the definition set forth in the DPE.

"Product Terms" means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after publication of the updated Product Terms.

"Production" means the Customer's use of or Workday's written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer's books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

"PSA" means the optional, separate, and independent professional services agreement between Customer and Workday related to Workday's provision of implementation and other consulting services to Customer, subject to a statement of work ("**SOW**").

"Security Breach" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorized Party or Workday, or incidental access to Customer Content by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (b) any Personal Data Breach as defined in the DPE; and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

"Security Exhibit" means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term.

"Service" means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

"Signature Document" means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

"SLA" means the Production support and service level availability policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday's responsibilities under the SLA.

"Subscription Fees" means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.



US Public Sector Addendum

This US public sector addendum ("**Public Sector Addendum**" or "**Addendum**") is incorporated into and forms part of the Universal Workday Main Subscription Agreement, which is available at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html> or as executed by Workday and Customer ("**MSA**" or "**Agreement**").

This Public Sector Addendum applies to United States government customers, including but not limited to entities of the United States Federal Government (each, a "Federal Customer"), as well as state entities, local entities, or public education entities created by the Laws (including constitution or statute) of the applicable state (each, a "SLED Customer"). Workday also reserves the right, at its sole discretion, to offer this Public Sector Addendum to US-based (i) private higher education entities, (ii) quasi-public entities (not otherwise qualified as a Federal Customer or a SLED Customer), such as federally funded research and development centers, and/or (iii) public healthcare entities (not otherwise qualified as a Federal Customer or a SLED Customer), provided that in order for this Public Sector Addendum to apply to such entities, it must be explicitly referenced and incorporated into the signed Order Form as between Workday and such entity. As applicable, an entity qualified under (i), (ii), or (iii) above shall be referred to herein as an "Approved Customer"; an Approved Customer is specifically not included in the definition of "Federal Customer" or "SLED Customer" and any sections in this Addendum indicating it applies only to a Federal Customer or a SLED Customer shall not extend to an Approved Customer.

Unless otherwise defined herein, all other capitalized terms used in this Public Sector Addendum have the same meaning as set forth in the MSA. Customer and Workday agree that in the event of a conflict between this Addendum or the MSA, the Public Sector Addendum will take precedence over provisions of the MSA.

1. Taxes. The following sentence is hereby added at the beginning of the "Taxes" section in the MSA (currently, Section 1.3): *"This section applies only if Customer has not provided Workday with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes."*

2. FOIA/Public Disclosure Laws. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of the Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides 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 Customer may not make any assertion of exemption on behalf of Workday in response to a Public Records Act request. In addition, Customer may disclose Order Forms and the Agreement in accordance with requirements for publication of items that will be on the Customer's required council agenda. Such disclosure may take the form of a website-accessible posting of those documents.

3. Business Associate Exhibit. If a Customer concludes that the Service will include access to Customer Content that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Customer is a Covered Entity as defined under HIPAA, the parties agree to attach Workday's Business Associate Exhibit to the Agreement, which shall apply to Workday's receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

4. Section 7.2 Customer Indemnity in the MSA is replaced with the following:

Customer Obligations. Unless Customer is prohibited by Law from indemnifying its vendors, Customer shall defend Workday, at Customer's expense, from any third-party claim against Workday alleging that (1) Customer Content, or (2) data submitted by Customer, its Affiliates or its Authorized Parties used by Workday to provide the Service infringes or misappropriates such third-party's Intellectual Property Rights and Customer shall be directly and solely responsible for any Losses related to such Claim. If Customer is prohibited by Law from indemnifying its vendors, any indemnification clause found in an Order Form's application-specific additional terms or click-through terms referenced in the Order Form shall be read only as an acknowledgement that Customer is responsible for materials and data it provides to Workday and for the behavior of its Authorized Parties.



5. Termination for Non-Appropriation. To the extent required by Law, the following provision is hereby added to the end of the "Termination" section of the MSA (currently Section 9.1):

Termination for Non-Appropriation. For each of Customer's fiscal years during the Term of this Agreement Customer agrees: (a) to seek in good faith appropriations sufficient to cover Customer's obligations under this Agreement; and (b) not to use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes, barring unforeseen circumstances or events, that sufficient funds will lawfully be appropriated by its governing body to satisfy its obligations under this Agreement. If Customer does not appropriate sufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement, Customer may terminate this Agreement by giving Workday not less than thirty (30) days' prior written notice of such non-appropriation for the fiscal year. Customer shall not execute an Order Form unless funds have been appropriated for at least the first year's subscription fee. Workday is under no obligation to provide the Service if Customer lacks funds to pay for it. Upon termination Customer will remit all amounts due and all costs reasonably incurred through the date of termination and, to the extent of lawfully available funds, through the end of the then-current fiscal period, providing Service will continue through the end of the then-current fiscal period and for the full duration of any subsequent Transition Period for which funds are available. Upon Workday's reasonable request, Customer will provide Workday with information as to funding status for its next subscription payment(s).

6. Background Check. Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under the Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

7. Code of Conduct. Workday has a published code of conduct available at <https://www.workday.com/en-us/company/about-workday/ethics-compliance.html> with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

8. Assignment. In no event shall Customer have the right to assign the Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of the Agreement.

9. Federal Government End Use. Workday's offering constitutes 'commercial items' as defined under FAR 2.101. Workday's contracting documents are in conformance with Workday's commercial item offerings and tailoring of acquisition terms is pursuant to FAR 12.302(b). If you are a FAR governed Federal Customer, Workday agrees that the resulting contract will include the mandatory FAR commercial flow downs for a subcontractor under FAR 52.244-6. Additionally, the parties agree that the purpose of the Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

10. Use by Other Entities. The parties agree that other public entities, including state agencies, local governments, courts, and public institutions of higher education may utilize the terms of the Agreement to purchase the Service from Workday for agreements commencing no later than 5 years after the Effective Date of the Agreement. Workday may extend the availability of the Agreement for such use in its sole and reasonable discretion. The parties understand that pricing is specific to Pricing Metrics and the choice of Workday Service components and other entities will not necessarily pay the same price as Customer. Any



such other entity shall be responsible for complying with its relevant procurement rules and regulations. 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 the Agreement will have a copy of the Agreement executed in its own name and any Order Forms will be in such entity's name. The parties agree that Workday can disclose the Agreement, all exhibits, and any applicable Order Forms to an entity seeking to make use of this Section.

11. Publicity. Except as set forth in this section, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

12. Law. The parties agree that notwithstanding the "Governing Law" section of the MSA (currently Section 10.7), the following shall apply:

This Addendum and the Agreement and any disputes arising out of or related thereto shall be governed by the Laws of the State of California. With respect to all disputes arising out of or related to this Addendum and the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts for California.

13. Special Access by Law Enforcement and for Oversight. Customer is a public sector entity subject to oversight by other public sector entities and potentially by the federal government. The parties agree that to the extent that law enforcement officials or entities with appropriate oversight authority request access to the Service for the purpose of viewing or retrieving Customer Data or confirming how Customer processes Customer Data, Customer may grant such access either by permitting representatives of such entities to observe Customer's use of the Service or by granting such representatives temporary status as an Authorized Party. Customer shall ensure any individuals to whom observation or temporary Authorized Party status is provided, have entered into a Confidentiality Agreement at least as restrictive as the provisions in Section 4 of the Agreement.

14. Audit Financial Billing. During the Term of this Agreement but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third-party auditor (or federal or state department auditor having monitoring or reviewing authority over Customer), for examination those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall be subject to examination and/or audit to the extent set forth in law and shall comply with all program and fiscal reporting requirements set forth by law as described more fully in the Data Processing Exhibit. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges for at least five (5) years after such charges are invoiced. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is least disruptive to Workday's business operations. Such right shall not extend to or require on-site audits of Workday's operations or third-party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.

15. California Labor Code Requirements. Workday is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Workday agrees to fully comply with such Prevailing Wage Laws, if applicable. Workday shall defend, indemnify and hold Customer, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It



shall be mandatory upon Workday and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors for work performed in California.

16. Verification of Employment Eligibility. By executing this Agreement, Workday verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

17. Equal Opportunity Employment. Workday represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of, as applicable under the law of the jurisdiction where employment occurs, race, religion, color, national origin, ancestry, sex, age, or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

18. Prohibited Interests. Workday represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Workday, to solicit or secure the Agreement. Further, Workday represents that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Workday, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this representation, Customer shall have the right to rescind the Agreement without further liability. Upon Customer's request, Workday will include the following statement on Order Forms that are not executed contemporaneously with this Agreement, "Workday represents that it has not employed nor retained any company or person, other than a bona fide employee working solely for Workday, to solicit or secure this Order Form. Further, Workday represents that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Workday, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Order Form."

**ORDER FORM 00484973.0**

Customer Name	Lake County CA
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Universal Main Subscription Agreement (MSA)	This Order Form is subject to and governed by the attached MSA and Public Sector Addendum.
Product Terms	Service SKUs are subject to the applicable Product Terms available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html , which are incorporated herein by reference.
MSA and Order Form Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	January 31, 2025 through January 30, 2035
WSP Order Term	January 31, 2025 through January 30, 2028
Currency	USD
Total Fees	4,242,452
Tenant (or Instance as applicable) Base Name <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	lakecountyca

Subscription Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	315,785
2	Due on First anniversary of the Order Term start date	330,224
3	Due on Second anniversary of the Order Term start date	347,485
4	Due on Third anniversary of the Order Term start date	377,643
5	Due on Fourth anniversary of the Order Term start date	408,133
6	Due on Fifth anniversary of the Order Term start date	428,585
7	Due on Sixth anniversary of the Order Term start date	450,045
8	Due on Seventh anniversary of the Order Term start date	472,564
9	Due on Eighth anniversary of the Order Term start date	494,195
10	Due on Ninth anniversary of the Order Term start date	520,993
	Total Payment Amount	4,156,652

Training Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	85,800
	Total Payment Amount	85,800

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	January 31, 2025 through January 30, 2026	212,389
2	January 31, 2026 through January 30, 2027	251,021
3	January 31, 2027 through January 30, 2028	254,442
4	January 31, 2028 through January 30, 2029	462,560
5	January 31, 2029 through January 30, 2030	471,810
6	January 31, 2030 through January 30, 2031	481,247



7	January 31, 2031 through January 30, 2032	490,873
8	January 31, 2032 through January 30, 2033	500,688
9	January 31, 2033 through January 30, 2034	510,704
10	January 31, 2034 through January 30, 2035	520,918
Total Subscription Fee		4,156,652

For the avoidance of doubt, the Payment Schedule Table(s) will be used for invoicing purposes. The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Order Term, any increases due to CPI (also defined below) are waived. Customer understands that the Subscription Fees above reflects Customer's planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise
LDPCCB	Cloud Connect for Benefits - LDP	FSE*	Full Enterprise
LDPBEN	Benefits - LDP	FSE*	Full Enterprise
LDPUSP**	Payroll for United States - LDP	FSE*	United States-based Employees only
LDPLRN	Learning - LDP	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
LDPREC	Recruiting - LDP	FSE*	Full Enterprise
LDPMSG	Messaging - LDP	Messages	Up to 100,000 outbound and inbound messages
LDPTLO	Talent Optimization - LDP	FSE*	Full Enterprise
LDPFIN	Core Financials - LDP	FSE*	Full Enterprise
LDPGM	Grants Management - LDP	FSE*	Full Enterprise
LDPLNF	Financial Planning - LDP	FSE*	Full Enterprise
LDPPRA	Prism Analytics Enterprise - LDP	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant (or Instance as applicable)
LDPPRJT	Projects - LDP	FSE*	Full Enterprise
LDPTT	Time Tracking - LDP	FSE*	Full Enterprise
LDPAM	Absence Management - LDP	FSE*	Full Enterprise
LDPSC	Scheduling - LDP	FSE*	Full Enterprise
LDPEXP	Expenses - LDP	FSE*	Full Enterprise
LDPPRO	Procurement - LDP	FSE*	Full Enterprise
LDPSRCESS	Strategic Sourcing Essentials - LDP	Flat Fee	Up to 10 Users
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	917
United States-based employees	917

**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

	Billing, In Care of <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	Customer Support <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	Subscriptions Contact <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Jenavive Herrington	Nathan Ring	Dakhota Hockett
Street Address	255 N Forbes Street	255 N Forbes Street	255 N Forbes Street
City/Town,	Lakeport	Lakeport	Lakeport
State/Region/C	California	California	California
ounty, Zip/Post	95453	95453	95453
Code, Country	United States	United States	United States
Phone/Fax #	707-263-2704	707-263-2708	707-263-2308
Email (required)	Jenavive.herrington@lakecountycal.gov	Nathan.ring@lakecountycal.gov	dakhota.hockett@lakecountycal.gov
Internal Reference or PO (optional)			
Tax Exempt? Yes / No		If yes, US Exemption Tax Certificate or FST/VAT Number	
Additional Customer Support Contacts <i>Product Lead who will receive initial login credentials.</i>			
	Admin Contact Name	Admin Contact Email	
Adaptive Planning			
Strategic Sourcing			

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("**Downloadable Components**"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is the Signature Document and incorporates all documents linked and/or attached. Customer may not withhold, reduce, or set-off fees owed under this Order Form. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to 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 5 PM PST JANUARY 31, 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.



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	892	100.0%	892
Part-Time Employees	29	25.0%	7
Associates	132	12.5%	18
Former Workers with Access	0	2.5%	0
Total FSE Count:	1,053		917

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
LDPMSG	Messages	Text messages sent or received by recipient.
LDPPRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer's PRA data catalog. Published Data Rows are measured separately for each Tenant (or Instance as applicable).
LDPSRCESS Users	User	An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.
LDPPRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer's LDPPRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's LDPPRA subscription and any other LDPPRACU subscription(s). Published Data Rows are measured separately for each Tenant (or Instance as applicable).

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/universal-contract-terms-and-conditions/index.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 WSP Order Term, an additional fee equal to 20.0% of the new Subscription Fees will be added for the Workday Success Plan to the new Order Form. Customer will only have rights to Workday Success Plans during the WSP Order Term. The total Workday Success Plan fees assessed on this Order Form, in the amount of 240,000, represent fees associated with the SKU(s) purchased under this Order Form for the WSP Order Term.

5. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to 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
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	472.87
LDPUSP	40.86

b. Additional Metric Reporting based on total cumulative number.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPMSG	Each increment of 50,000 Additional Text Messages	4,000

c. 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
LDPSRCUSR	Strategic Sourcing User (Additional) - LDP	3,375
LDPPRACU	Each increment of 10M Additional Published Data Rows	20,000

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 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 20.0% 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+ (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))

The "**Base Subscription Fee**" means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table, minus any fees for Workday Success Plans, if applicable. If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Renewal fees for the Workday Success Plan will be based on the greater of either the minimum fee or 20.0% of the annual Renewal fees, as described in the Annual Renewal Subscription Fees table above. 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. 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. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with LDPPRA 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. LDPPRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in LDPPRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of LDPPRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the "**Growth and Expansion**" section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). "**Data Limit**" for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the "**Subscription Rights Table**" above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.



9. Customer Identification

Workday may use Customer's name and logo in lists of customers, in marketing and presentations, on its earnings calls, in releases, and on its website. Workday may also reference Customer's name in verbal format.

Further, at Workday's reasonable request and at Customer's reasonable discretion, Customer shall (1) make Customer's representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer's use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management - LDP	Human Capital Management	Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the onboarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. 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).
Cloud Connect for Benefits - LDP	Human Capital Management	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.
Benefits - LDP	Human Capital Management	Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events, evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.
Payroll for United States - LDP	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, 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.



Learning - LDP	Talent Management	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.
Media Cloud - No Fee	Platform and Product Extensions	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.
Recruiting - LDP	Talent Management	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Messaging - LDP	Platform and Product Extensions	Messaging enables Customers to connect with their end users via text messaging communications, and provides a platform to manage messaging preferences, including opt-in/opt-out preferences.
Talent Optimization - LDP	Talent Management	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that 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.
Core Financials - LDP	Financial Management	Core Financials includes financial management and accounting, banking and settlement management, cash management, customer management, supplier management, financial consolidation and business asset



		accounting. Core Financials includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments, and customer payments via credit card.
Grants Management - LDP	Financial Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Financial Planning - LDP	Adaptive Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Prism Analytics Enterprise - LDP	Analytics and Reporting	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.
Projects - LDP	Financial Management	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.
Time Tracking - LDP	Workforce Management	Workday Time Tracking enables the collection, processing, and distribution of time data for a global workforce. The Workday Time Tracking module is unified with Workday HCM and Workday Payroll and includes basic time scheduling, time entry (hourly, time in/time out), approvals, and configurable calculation rules.
Absence Management - LDP	Workforce Management	Absence Management supports the management of leave of absences and time off. It enables the set up and administration of leave plans; the definition of the impact a leave has on employee compensation, as well as whether employees can request leave types directly. It enables viewing of leave results for a worker or organization; set up and administration of time off plans, and whether time off can be requested directly by the employee. Absence

		Management enables the viewing of time off plan balances including projections.
Scheduling - LDP	Workforce Management	Scheduling supports an organization in creating and managing workforce schedules. This includes the ability to build schedules, account for worker preferences and availability, and assign, notify, and engage with workers regarding schedules.
Expenses - LDP	Financial Management	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and travel partners.
Procurement - LDP	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Strategic Sourcing Essentials - LDP	Spend Management	Workday Strategic Sourcing supports organizations in sourcing goods and services from Suppliers. Workday Sourcing Essentials Package includes Sourcing Pipeline Platform, Sourcing RFx Engine, Sourcing eAuctions Platform, and Sourcing Dynamic Negotiations & Analytics (DNA). Supports unlimited Stakeholders and Suppliers.

**TRAINING ADDENDUM**

Customer Name	Lake County CA
Training Terms	The Training Addendum is subject to the Training Terms located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html , which are incorporated herein by reference.
Training Credit Order Term	18 Months from the Order Effective Date

SKU	Training Offering	Quantity
TC	Training Credits	130

Bulk Training Credit Rates.

The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD \$ 800
11-25	USD \$ 760
26-50	USD \$ 735
51-75	USD \$ 710
76-100	USD \$ 685
101-249	USD \$ 660
250+	USD \$ 620

With respect to the Training Terms only, in the event of a conflict between the terms of the MSA, the main body of the Order Form, this Training Addendum, and the Training Terms, the order of precedence is this (i) Training Addendum, (ii) the main body of the Order Form, (iii) the Training Terms, and (iv) the MSA.



STATEMENT OF WORK

Customer Name	Lake County CA ("Customer")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road, Pleasanton, CA 94588, United States ("Workday")
Name of Professional Services Agreement	Professional Services Agreement v24.4 located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html ("PSA")
PSA Effective Date	Same as the SOW
SOW Effective Date	February 1, 2025
Currency	USD
Project Name	Lake County Platform ("Project")

Customer Contact Information	Billing Contact	Project Contact
Contact Name	Jenavive Herrington	Jenavive Herrington
Street Address	255 North Forbes Street	255 North Forbes Street
City, State Zip	Lakeport, California, 95453	Lakeport, California, 95453
Code	United States	United States
Country		
Phone #	(707) 263-2311	(707) 263-2311
Email (Required)	Jenavive.Herrington@lakecountycalifornia.gov	Jenavive.Herrington@lakecountycalifornia.gov

Primary Location(s) for Onsite Work (if applicable)	
Street Address	255 North Forbes Street
City, State Zip	Lakeport, California, 95453
Code	United States
Country	

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services
Appendix 4	Description of Workday Change Management Professional Services
Appendix 5	Description of Workday Test Lead Professional Services

By executing the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through January 30, 2025 ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until



STATEMENT OF WORK

the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.



STATEMENT OF WORK

Appendix 1 SOW Terms

1. General. Customer and Workday have executed this Statement of Work (including the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday.

2. Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant, Instance, or File Transfer Server folder into third-party project management or collaboration tools (e.g., email, Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Covered Data, Customer Data, or Professional Services Data.

3. Termination.

3.1 Either party may terminate this SOW as agreed in the PSA.

3.2 Unless either party terminates this SOW in accordance with the PSA or the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

3.3 Upon receipt of any outstanding Customer payment (s) at the time of termination, Workday will provide to Customer any partially completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday obligation of any kind. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination.

4. Definitions.

"**Change Order**," if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**Instance**," if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"**Workday Adaptive Planning Service**" (fka Adaptive Insights Service) means the subscription-based online Workday Adaptive Planning service purchased by Customer from Workday.

"**Workday Strategic Sourcing**" (fka Scout) means the subscription-based online Workday Strategic Sourcing service purchased by Customer from Workday.



STATEMENT OF WORK

Appendix 2
Financial Terms – Fixed Fee

1. **Fixed Fee Payment Structure.** Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below:

Sub-Total Professional Services Fees	\$2,371,320.00
Less, a One-Time Professional Services Investment	(\$50,000)
Total Professional Services Fees	\$2,321,320.00

Invoice Number	Invoice Date	Invoice Amount
1	Execution of SOW	\$92,220.00
2	March 10, 2025	\$95,000.00
3	April 10, 2025	\$97,000.00
4	July 10, 2025	\$122,000.00
5	August 10, 2025	\$70,000.00
6	September 10, 2025	\$73,100.00
7	October 1, 2025	\$90,000.00
8	October 10, 2025	\$120,000.00
9	November 10, 2025	\$160,000.00
10	December 10, 2025	\$120,000.00
11	January 10, 2026	\$120,000.00
12	February 10, 2026	\$85,000.00
13	March 10, 2026	\$175,000.00
14	June 10, 2026	\$200,000.00
15	August 10, 2026	\$125,000.00
16	September 10, 2026	\$125,000.00
17	October 10, 2026	\$130,000.00
18	January 10, 2027	\$42,000.00
19	February 10, 2027	\$55,000.00
20	March 10, 2027	\$100,000.00
21	April 10, 2027	\$70,000.00
22	May 10, 2027	\$55,000.00
Total Payments*		\$2,321,320.00

*Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("T&E") are not included in the Total Professional Services Fees.



STATEMENT OF WORK

2. Invoicing and Payment.

2.1 The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA.

2.2 Workday will send electronic invoices only that are effective upon receipt, or if Workday receives a bounce back message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

2.3 Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

2.4 Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

3. Workday Professional Services Fees

3.1 The Professional Services Fees otherwise due for the Professional Services under this SOW are \$2,371,320.00, reduced by \$50,000, representing a one-time Workday investment in Professional Services for this Project, (the "**Investment**") for a total Professional Services Fees due of \$2,321,320.00 for the Project based on the scope of work described in this SOW. Project-related T&E are NOT included in the Professional Services Fees. Any applicable T&E will be reimbursed solely in accordance with the PSA. If the parties mutually agree to reduce the scope of Professional Services provided hereunder, the Investment automatically will be reduced accordingly.

3.2 Workday's Investment will apply exclusively to the Professional Services described in this SOW and may not be used towards: (i) any other Workday professional services outside the scope of work described in this SOW, (ii) a credit for future services under any additional engagement with Workday, (iii) training, (iv) fees or other amounts due under the MSA or any Order Form, or (v) unless expressly provided herein, as a credit to be applied by Customer towards any professional services rendered by any third party. The Investment is a "maximum cap" investment applied towards Professional Services provided by Workday under this SOW. Any portion of the Investment not utilized hereunder will expire upon the completion of the Project. Customer will not be entitled to any credit or refund for any expired or unused Investment. The Investment does not apply to amendments or Change Orders to this SOW unless mutually agreed by the parties therein.



STATEMENT OF WORK

Appendix 3
Description of Workday Professional Services**Global Launch Deployment**

1. Deployment Approach. The Workday Launch approach (described below) will serve as the baseline roadmap for this SOW. The overall process is supported by a set of Workday deployment tools, planning documents, activities, techniques, and/or Deliverables necessary to effectively implement Workday applications for your organization. The Workday deployment methodology is subject to change and may lead to updated materials or nomenclature over the course of this SOW. Any Workday deployment methodology adjustments that impact the timeline or Deliverables of this SOW are subject to the mutual written agreement of the parties.

In the event of a conflict between the terms of this SOW and the terms of this Appendix, the terms of this Appendix 3 will control.

Workday Adaptive Planning Deployment Approach.

Staggered. The Workday Adaptive Planning deployment start date will align with the completion and validation of the FDM, end-to-end testing and a full month of Go-Live actuals loaded and validated in the Workday Financials End to End ("E2E") Tenant or Gold Tenant. Workday will build the Workday Adaptive Planning metadata structure via integration from the Workday E2E tenant FDM and load the Workday data via integration into the Workday Adaptive Planning Service.

Once the Workday Production Tenant is built, a reconciliation of the initial Workday Adaptive Planning structure and the Production Tenant FDM be performed by Workday and the Customer to confirm alignment. Once alignment is confirmed, the Workday Adaptive Planning structures and data will be connected and synchronized with the Workday Production Tenant.

2. Project Timeline. Based on the assumptions in this SOW, the time required to complete these Deliverables is expected to be 39 weeks between February 10, 2025, and a Target Go-Live Date of September 26, 2025, for Phase 1, plus Pre-Reservation and Post-Production Support as described below. The Target Go-Live Date is the first date on which the parties estimate a Service SKU will be in Production.

Phase 1 of the Deployment will include Core Financials and Sourcing Essentials

Phase 1	Pre-Reservation	Plan	Architect & Configure	Test	Deploy	Post production	Total
Total Estimated Weeks	3	6	14	6	4	6	39
Start Date	02/10/2025	03/03/2025	04/14/2025	07/21/2025	09/01/2025	09/29/2025	
End Date	02/28/2025	04/11/2025	07/18/2025	08/29/2025	09/26/2025	11/07/2025	

Phase 2 of the deployment will include Prism and Adaptive Planning.

The Workday Adaptive Planning deployment start date will align with the completion and validation of the FDM and end-to-end testing. Tentative schedule start date is the week of 09/01/2025.



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Phase 2	Plan	Architect & Configure	Test	Deploy	Postproduction	Total
Total Estimated Weeks	2	16	4	1	2	25
Start Date	09/01/2025	09/15/2025	01/05/2026	02/02/2026	02/09/2026	
End Date	09/12/2025	01/02/2026	01/30/2026	02/06/2026	02/20/2026	

Phase 3 of the deployment will include Core HR, Recruiting, Absence, Benefits, US Payroll & Time Tracking

Phase 3	Plan	Architect & Configure	Test	Parallel Support	Deploy	Postproduction	Total
Total Estimated Weeks	4	16	6	5	5	4	40
Start Date	01/12/2026	02/09/2026	06/01/2026	07/13/2026	08/17/2026	09/21/2026	
End Date	02/06/2026	05/29/2026	07/10/2026	08/14/2026	09/18/2026	10/16/2026	

Phase 4 of the deployment will include Talent, Messaging, Learning Scheduling

Phase 4	Plan	Architect & Configure	Test	Deploy	Postproduction	Total
Total Estimated Weeks	2	4	6	2	2	16
Start Date	02/15/2027	03/01/2027	03/29/2027	05/10/2027	05/24/2027	
End Date	02/26/2027	03/26/2027	05/07/2027	05/21/2027	06/04/2027	

The deployment timeline estimated above assumes that all of Customer's organizations, including manager and employee self-service, use a standardized business process framework. Workday will use its preconfigured processes as a starting point for all process configurations. Except as provided herein, the parties will use a Workday-provided File Transfer Server for all data conversions performed during the Project.

During the Pre-Reservation Stage, Workday and Customer will engage in pre-reservation activities prior to the date set as the start of the Plan Stage (the "**Reservation Date**"). Workday will provide an overview of materials, training and/or consultants available to Customer as provided herein, conduct an introductory meeting with the Engagement Manager, and provide an outline of activities leading up to the Reservation Date.

During the Plan Stage, Workday will deliver to Customer a mutually agreed, written plan outlining the deployment and timeline of the Project ("**Project Plan**").

3. Project Scope. The Project scope has been defined through several discussions with Customer and is detailed in the Workday Project Scope section also included below.



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"Responsible Party" means the party primarily responsible for providing or delivering the deliverable, including coordinating with, and obtaining contributions from the Secondary Responsible Party.

"Secondary Responsible Party" means the party responsible for providing contributions and/or assistance as may be required to enable Responsible Party to complete the deliverable (e.g., input, information, time, information, expertise, data), but is not primarily responsible for delivering the deliverable.

4. Launch Deployment Project Overview. One item needs to change.Launch Deployment Activity

Activity	Output	Responsible Party	Secondary Responsible Party
Pre-Reservation	- Customer Roles (see Staffing – Project Roles and Responsibilities section) Identified. - Welcome to Workday Onboarding Activities Completed - Pre-Reservation Calls Attended Connectivity and Systems Access Established	Workday	
Foundation Data Model ("FDM") (Workday)	Analyze Customer's current "legacy" foundation data model, make recommendations to define future foundation data model and load the agreed upon FDM into the assembled Tenant	Workday	Customer
Orient Customer, review scope and establish the Project tools and environment (Workday)	Foundation Tenant Service Plan	Workday	
Complete training to support the Workday deployment	Customer Training	Customer	
Develop Project Plan and Tenant and Instance management plan(s) and begin Project work streams including reporting, integration, testing, and data conversion	Project Plan and Project Kickoff	Workday	Customer
Gather, clean, and upload Professional Services Data to the File Transfer Server.	Professional Services Data	Customer	
Build Foundation Tenant (Workday)	Foundation Tenant	Workday	

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Activity	Output	Responsible Party	Secondary Responsible Party
Plan Stage Completion	Stage completion confirmation	Workday	Customer
Conduct Foundation Alignment Sessions	Updated Foundation Tenant	Workday	Customer
Document Planning Business Requirements and Data Mapping by modifying Workday provided standard templates.	Customer Information Workbook	Customer	Workday
Conduct the requirement workshops (Workday Adaptive Planning)	Solution Blueprint	Workday	Customer
Conduct Customer Confirmation Sessions (Workday)	Updated Foundation Tenant	Workday	Customer
Conduct Customer Confirmation Sessions (Workday Adaptive Planning)	Provide up to 2 iterations of building, modeling, and validating the solution	Workday	Customer
Validate configurations and Professional Services Data	Customer Test Scenarios and Issues Log	Customer	
Develop integrations	Integration Build	Workday	Customer
Provide an updated set of Professional Services Data	Professional Services Data	Customer	
Develop User Readiness Plan (Workday)	User Readiness Plan	Customer	
Customer creates test scenarios to meet its specific business requirements by modifying sample Workday test scenarios	Customer Test Scenarios	Customer	
Architect & Configure Stage Completion	Stage completion confirmation	Workday	Customer
Testing	Testing and Go-Live Checklist Sign-off	Customer	
Conduct Parallel Testing	Parallel Testing	Customer	
Plan for cutover from legacy	Cutover plan	Customer	

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Activity	Output	Responsible Party	Secondary Responsible Party
system			
Change Management and Training Program	Plan and execute Change Management program to support end-user adoption	Customer	
Test Stage Completion	Stage completion confirmation	Workday	Customer
Execute the training strategy	End User Training	Customer	
Provide updated, clean data	Professional Services Data	Customer	
Go Live (first move to Production)	Go-Live Authorization	Customer	
Deploy Stage Completion	Stage completion confirmation	Workday	Customer
Post-Production data updates and final conversion	Production Tenant	Customer	Workday
Provide support during the initial Production period	Production Support	Workday	
Post-Production Support Stage Completion	Stage completion confirmation	Workday	Customer

4.1 Post-Production Support. Workday Post-Production Support begins once the Workday Service has been moved into Production use. Workday will provide part-time Consulting and Engagement Management support to answer questions about the use of the Workday Service. Upon completion of the Post-Production Support period, excluding any outstanding Change Orders, the SOW is considered to be completed.

The Post-Production period will include:

Launch Package	Post-Production Support Period
Launch Suite	Financial Accounting: through Customer's first month-end close up to a maximum of 6 weeks after Move to Production, Payroll: 4 weeks, All other products 2 weeks

5. General Assumptions. The Professional Services Fees and timeline for this Project are conditioned on the General Assumptions set forth below and the other assumptions set forth in this SOW. If any of these assumptions are not met, Workday will advise Customer in writing (an email will suffice for this purpose). Each party will promptly remedy any unmet assumption for which it is responsible.

5.1 Project Assumptions.

- Each party will assign a Project Manager to manage such party's roles and responsibilities for the Project, and a representative to a **"Steering Committee"** comprised of team members from each party as noted in the Staffing – Project Roles and Responsibilities section (or their respective designees).



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- Issues that cannot be resolved by the Project teams in a timely manner will be escalated to the Customer Project Manager and Workday Engagement Manager then, if not resolved, to the Steering Committee.
- Workday will track all Project issues within a consolidated risk and issues log, assign a person responsible for issue resolution, and log a proposed resolution date for each issue. The Project team will escalate those issues that it cannot resolve as set forth herein.
- Customer is responsible for granting Tenant or Instance access to all Project members, including administrator access, as reasonably required to perform the Professional Services.
- Workday will perform all Professional Services remotely except for specific activities where travel is mutually agreed to in writing. Customer will provide adequate workspace and network connections when Professional Services are performed at an onsite location.
- Workday will perform Professional Services during common business hours in the location where such services are performed, excluding holidays as observed by the parties.
- Customer will timely provide knowledgeable and appropriate resources to actively participate in all required Project activities. Customer understands that certain Project meetings and activities may occur in US-based time zones.
- Customer is responsible for the timely coordination of internal resources and external vendors necessary to timely perform all required activities in this SOW. Customer is responsible for timely obtaining and maintaining all licenses and other agreements with its third-party service providers and other suppliers required for Workday to perform the Professional Services.
- Customer will develop and deploy a Production support model, including defining roles and responsibilities, processes, and internal service level agreements between Customer teams.
- Change management, internal communications, testing, and training are outside the scope of this SOW, except to the extent expressly provided herein.
- Customer assumes operational responsibility and configuration of the Workday Strategic Sourcing Production environment for go-live, leveraging the design decisions and architecture from the Workday Strategic Sourcing Sandbox environment and configuration workbook during deployment worksets.
- Customer will ensure that its resources timely complete all Workday-required training for their respective roles prior to the commencement of the appropriate stage. This SOW does not include any Workday-required training courses, which Customer may purchase from Workday by separate agreement.
- The pricing and schedule set forth in this SOW are based on using Workday-provided systems, tools, and devices. Any use of Customer-provided systems, tools, or devices must be pre-approved in writing by Workday, in its sole discretion, and are subject to a Change Order and PSA amendment.
- Delays caused by incorrect or incomplete Customer-provided information and Customer's failure to timely meet obligations may result in schedule delays and/or other impacts to the Project scope and fees.
- Customer's delay or failure to meet its obligations may result in a pause in performance until the parties have reached mutual agreement.
- All Professional Services, Deliverables, agreements, communications, and documentation will be written, executed, and/or delivered (as the case may be) in the English language. Any translation into any other language will be at the discretion and cost of Customer.
- Customer chooses how the Service is configured to meet its business and legal needs, and Customer understands that it is responsible for determining if its chosen configuration and use of the Service complies with Law. The foregoing does not modify, or limit Workday's obligations set forth in the UDPE or other data processing agreement between the parties.
- Any services, activities, product features, functionality, or configurations not expressly listed in this Appendix are not in scope for this SOW. The parties agree that no additional Professional Services or Deliverables are implied under this SOW.

5.2 Deployment and Scope Assumptions.

- Workday will not perform any fit-gap or deep-dive review or analysis of Customer's business requirements. Customer will have knowledge of and/or provide documentation that reflects its existing business processes (e.g., hiring, termination).

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- Foundation Alignment Sessions do not constitute a "design" of delivered business processes - instead, they are intended to review the delivered pre-configuration and modify the existing configuration to support Customer requirements, provide knowledge transfer, and validate Customer Data or Professional Services Data to support the Launch program configurations.
- The number of deployment Tenants and/or Instances made available to Customer without charge is governed by the Workday Deployment Tenant/Instance Pricing Policy, currently set forth in Workday Community. If additional Tenants and/or Instances are required to support the Project, additional fees will apply.
- Customer agrees to utilize a consistent Workday's business process framework for the entire organization until Post-Production, and Customer will acquire additional Professional Services to make any desired configuration changes or make the configuration changes itself.
- All pre-configurations and business processes will be based on the Workday Launch Program.
- Customer will leverage the delivered security roles, with no changes to existing security roles or creation of custom security roles unless otherwise noted in this Appendix 3 until Post-Production. If Customer requires additional changes, a review of the impact to the Project scope and fees will be needed. Workday will provide the relevant knowledge transfer.
- Customer will assume responsibility for the functional and technical configurations of the Workday Service as part of post-Production with full responsibility at time of Project closure.
- Data masking and data scrambling is not part of the scope of this deployment.
- Budget checking on position is not in scope.
- During the review of the Statement of Work, all changes and updates to the Consulting Services Scope will be listed and a Change Order will be prepared. Workday shall describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Parties acknowledge that there may be occurrence where zero fees are associated with the adjustment in the Professional Services provided. In such situations, a zero-dollar Change Order may be prepared to outline the changes in the Professional Services.

5.3 Testing Assumptions.

- Workday will provide standard test scenarios to be used as a foundation; however, Customer team will develop detailed test scenarios based on Customer's user requirements and system configuration. Customer will lead testing and sign off on the final configuration prior to the move to Production. Workday will support issue resolution to Customer's testing efforts.
- Workday will provide guidance and assistance to Customer's Test Manager and test team during test execution of each of the test cycles.
- Workday will assist Customer to prioritize the severity of the defects and timely assign them for resolution.
- All configuration decisions will be finalized, and unit tested during the Architect & Configure Stage
- Configuration freeze will be implemented at the end of Unit Testing (prior to end-to end Tenant build). Changes to "passed" unit testing identified prior to Freeze, will be included in the End-to-End testing Tenant Further changes to "passed" unit testing configuration will be delivered to post go live and addressed by Customer.

5.4 Data Conversion Assumptions.

- Customer is responsible for extracting data from Customer's source systems.
- Customer is responsible for populating and supplying data in the Workday-prescribed format and is responsible for ensuring data is cleansed and duplicate values removed.
- Once the data is loaded, Customer is responsible for verifying the accuracy of the data in the Tenant.
- Workday will provide Customer with data conversion templates and training to populate Professional Services Data. Customer is solely responsible for the extracting, transforming, and loading of the data into the data conversion templates. Workday or Customer will then use these templates to load the data into the Tenant, as governed by the data conversion strategy shared and reviewed during the Plan and Architect & Configure stages.
- Workday will convert current records for all active and terminated Customer employees for the current calendar year.

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- Customer is responsible for any additional data conversion beyond the scope set forth in this SOW, including any data catch up activities.
- Customer will establish and determine processes to create a static copy of its legacy system(s) to provide source data extracts and a reference point for comparison for each Tenant build.
- Workday tenants build takes 3 weeks upon receiving the conversion workbooks.

5.5 General Integration Assumptions.

- Workday will design, configure, unit test, and/or deploy integrations where Workday is the Responsible Party in the Integrations In Scope table. Similarly, Customer is responsible for the design, development, configuration, and unit testing of integrations where Customer is the Responsible Party.
- Customer will timely make available appropriate technical and functional resources to assist with discovery, design, data mapping, data validation, testing, and deployment activities for each integration. Workday will make reasonable attempts to complete the integrations in scope but is not responsible for delays caused by Customer.
- Any changes to specified Workday Integration Template(s), associated complexity, Responsible Party, build schedule, or overall scope outlined herein that results in a material change to the total hours or number of Deliverables allocated in this SOW will result in an impact to the Project scope and fees.
- Customer is responsible for data quality required for integrations to operate successfully, including responsibility for loading data into third party applications, if required, unless otherwise noted in the Integrations In Scope table below.
- Customer is responsible for testing all integrations, regardless of type, including, but not limited to, data verification. If a data-related issue is identified during testing, Customer will load and successfully test corrected data prior to go-live.
- Any unit testing performed by Workday is for basic fit and format only and does not include detailed functional scenarios, which will be performed by Customer during end-to-end-testing.
- Use of any Configured Integration assumes Customer and its vendor requirements fit within Workday's standardized integration. If a Configured Integration does not meet the vendor or Customer requirements or is not available at time of deployment, the parties may agree to deploy a Developed Integration.
- Customer will lead interactions with third party vendors and/or internal system managers required to deploy integrations hereunder. Customer will also coordinate timely responses from and secure data transfer and integration testing with all vendors (and internal systems).
- If Customer determines a change is required to its internal platform, Customer assumes responsibility for such changes, which are not included in the scope of this SOW. Please note: Workday Professional Services consultants are not trained on third party applications or technology platforms.
- Customer is responsible for timely obtaining subscriptions and/or establishing contracts required from third party providers in time to engage with the vendor for design and delivery of the integration.
- Customer assumes operational responsibility and configuration for all integrations after go-live, including monitoring, troubleshooting, and deploying and testing updates.
- Unless expressly agreed by the parties herein, each Workday-provided integration will be a delivery of one file to one endpoint.
- Customer will provide an SFTP server or an appropriate endpoint for integration file exchange during the Project.

5.6 Reporting Assumptions.

- Customer is responsible for providing sufficient report design specification for report deliverables for which Workday is the Responsible Party.
- Customer is responsible for identifying resources and securing sufficient bandwidth to support the workstream, which includes a Reporting Lead as well as report developers (those building reports, if applicable), report owners (those providing report specifications), and report testers (those testing reports to ensure Customer requirements are satisfied).
- Customer is responsible for the prioritization of custom reports to be developed. Customer shall compile and share a list of its 20 most critical legacy reports for review by the assigned Workday

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Reporting Consultant. For all other legacy reports, Customer is expected to document its reporting requirements and map those against Workday's standard reporting catalog.

- Customer shall leverage Workday standard reports and/or develop custom reporting for all reporting solutions not expressly listed in this SOW.
- Customer shall make available appropriate Customer technical and functional resources to assist with discovery, design, requirements, data validation, testing, and deployment activities for each custom reporting solution.
- Customer shall lead interactions with third party vendors and/or functional workstream owners required to deploy custom reporting solutions throughout the duration of the deployment. Customer shall also coordinate testing with all parties to ensure timely response.
- Customer will complete all Workday-required training for development of any go-live critical custom reports to be built by Customer before Configure & Prototype Stage commences. Customer will complete all Workday-required training for maintenance of all reports to be supported by Customer post-go-live before Test Stage commences. Workday consultants and/or knowledge transfer sessions are not a substitute for training.
- Customer is responsible for testing both Workday-developed and Customer-developed custom reporting solutions, regardless of type, including but not limited to, data validation, security, and performance reports. If a data-related issue is identified during testing, Customer shall load and successfully test corrected data prior to go-live.
- Customer shall assume operational responsibility and configuration for all reports after go-live, including monitoring, troubleshooting, and updates.

5.6 Workday Adaptive Planning Integration Assumptions:

- Development of any Integration is contingent on data structures (Chart of Accounts, Organizational Levels and Dimensions) being stable in both the source system(s) and Customer's Workday Adaptive Planning Instance.
- An Integration extracts data from one Instance of the source application(s) and imports data into one Customer Workday Adaptive Planning Instance.
- Customer Data is organized in the source application(s) in standard (non-custom) designated objects.

5.7 Workday Strategic Sourcing (WSS) Reporting Assumptions.

- Customer is responsible for building reports in Production.

6. Change Order Process. During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.

7. Project Risks.

- Change Management is critical to the success of any deployment. Customer must identify a change management leader early in the Project to ensure that communication and education relating to the Workday Service is provided.
- Participation of Customer business process decision makers, subject matter experts and business analysts is vital to the success of the Workday Service deployment. Customer must identify individuals from each geographic area, country, and/or business unit who possess the correct



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business knowledge, process knowledge and/or industry knowledge to participate on the Project team.

- Timely decision making is critical to the progress and ultimate success of the deployment. When a decision cannot be made through consensus, the Project management team must escalate the decision through Workday's Engagement Manager and Customer's Executive Sponsor to avoid impacts to timeline and costs.
- Many Project delays can be attributed to Customer's challenges in cleaning and converting its data to load into the Service. Customer must prioritize this activity to avoid impacts to timeline and costs.

8. Functional Scope. The table(s) below lists the functional and technical scope that are included as part of this SOW. Any functional or technical details not listed below are out of scope for this SOW.

Foundation	
Description	Scope
Foundation Features	Payment Elections & Associated Rules
	Pre-Packaged Business Processes
	Standard Notification Templates
	Delivered notifications
	Workday Home page with 4 standard cards
Organizations	Up to One (1) Legal Entity
	One (1) Supervisory Hierarchy; unlimited Supervisory Organizations
	One (1) Cost Center Hierarchy and up to 500 Cost Centers
	Up to four (4) Custom Organizations and 1 Custom Hierarchy
	One (1) Location Hierarchy and unlimited locations
	One (1) Regional Hierarchy and unlimited regions
	Up to three (3) Pay Groups
Security	Multi-Factor Authentication
	Delivered User and Role Based Security Groups
Setup	English Language Support
	Global Address Localization
	Mobile
	Duplicate Management
	Currency
Worker Data	Contingent Worker Types
	Personal Information
	Contact Information
	Position and Job Profile Assignment
	Employee Types



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Foundation	
Reporting	Standard Dashboards & Analytics
	500+ Delivered Reports

Core Human Capital Management	
Description	Scope
Compensation	Basic Compensation Management
	Single Compensation Package
	One (1) Salary Plan
	One (1) Hourly Plan
	Grade and Grade Profiles (up to 100 Grade Profiles)
	Up to fifteen (15) One Time Payment and fifteen (15) Allowance Plans (excludes Reimbursable Allowance Plans unless Expenses are in scope and Longevity Plans)
	Delivered Compensation Basis
Jobs and Positions	Job Catalog (Job Family Groups, Job Families, Job Profiles)
	Position Management Staffing Model
	Management Types & Management Level Hierarchy
Onboarding	Up to fifteen (15) static documents for Hire / Onboarding Review
	Custom Onboarding Templates (up to 2 templates)
	I-9 Functionality
	Announcements – One (1) for Onboarding
Security Groups	Up to three (3) custom security groups
Setup	Event Categories and Reasons
	Employee and Manager Self-Service
	Worker Types
	Tenant Branding
	Up to Four (4) Funds Associated to Worker / Position as Custom Organization a / Worktags.
	Up to Four (4) Grants Associated to Worker / Position as Custom Organization a / Worktags.
	US Operations Only
Worker Data	Personal Data, Contact Information, ID Information
	Emergency Contact Information
	Delivered Service Dates



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Core Human Capital Management	
Reporting	Introduction to Workday standard HCM reports
	Turn on Reporting Administrator and Workforce Composition dashboards
Modifiable Business Processes	Hire Employee
	Create Position – Up to two (2) approvals
	Request One Time Payment – up to three (3) approvals
	Onboarding: One (1) for Job Changes
	Onboarding: One (1) for New Hires
	Termination – up to three (3) approvals
	Change Job – up to 2 (two) approvals
	Request Compensation Change – up to four (4) approvals
	Edit Position Restriction – up to One (1) approval
Data Conversion	Onboarding Setup
	Active Employees Including Current Personal Data, Current Contact Data, and Current Job Record
	Terminated employees who received payment in the last 12 months
	Attachment of Third-Party Documents out of Scope
	Compensation – Current Compensation Data as of Benefits effective date
	Job and Compensation History (Using "Previous System History")

Absence	
Description	Scope
Work Schedules	Up to ten (10) Work Schedule Calendars
Holiday Calendars	Up to three (3) Holiday Calendars
Leave of Absence Types	Up to ten (10) Leave Types (Up to 5 with Leave Entitlements limited to Primary Position) Worker based plans only.
Time Off Plans	Up to ten (10) Accruing Time Off Plans on Primary Position with one accrual calculation per plan. Worker based plans only.
	Up to five (5) Accrue as You Go Time Off Plans on Primary position.
	Position based Accruing Time Off Plans on primary

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Absence	
	and Additional Job
Reporting	Standard Workday-delivered reports that provide detailed information about absences taken, remaining entitlements / balances for the workers, etc. is included
Worklets/Dashboards	Up to three (3) Worklets/Dashboards:
	- Absence (ESS)
	- Team Absence (MSS)
Modifiable BPs	- Time and Absence (MSS)
	Absence Calendar
	Correct Time Off. Approval routing to manager assigned to employee in HCM
	Assign Work Schedule
	Request Leave of Absence
Data Conversion	Request Return Leave of Absence
	Request Time Off. Approval routing to manager assigned to employee in HCM
	Time Off Balance conversion included (i.e., remaining days of Annual Leave as of Go-Live month - only for rolling balances.)

Benefits	
Description	Scope
Setup	Benefits Configured for One (1) Country.
	Plan Year Definition; One (1) for Program Year, One (1) for Ongoing
	Up to five (5) Benefit Groups (including Eligibility Rules)
	Benefit Defaults
Plans	Administer Benefits for most commonly offered plan types (e.g., Health Care, Insurance, Spending Accounts, Health Savings Account, Retirement Savings, etc.)
	Up to Forty (40) Benefit Plans (including Eligibility Rules, Coverage Tiers, Rates, and other components)
	Individual Rates
	Benefit Annual Rates
	Up to three (3) Plan Year Definitions (current year, subsequent year, ongoing plans)
Enrollment	Cross Plan Enrollment Rules

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Benefits	
	Up to three (3). Enrollment Event Types (Enrollment Event Types would include Eligibility Changes, Life Events, and Reinstatement Events)
	One (1) Enrollment Event Rule
	Up to three (3) Passive Event Rules
	Open Enrollment
Evidence of Insurability	Manage Evidence of Insurability
COBRA	Manage COBRA Eligibility Designations for Participants Who Lose Coverage
Modifiable Business Processes	Change Benefits for Life Events
	Change Benefits
	Add Retiree Status
	Remove Retiree Status
	Change Beneficiary
	Change Retirement Savings
	Dependent Event
	Passive Event
Retiree Benefits	Up to One (1) Retiree Organization
	Up to One (1) Retiree benefit group utilizing a shared plan (does not include Medicare or a surviving spouse plan)
	Retiree Benefits billing is Out of Scope
Data Conversion	Current Benefit Elections
	ACA Worker Hours and Wages
	Dependents & Beneficiaries
	Benefit Annual Rates

Payroll for the United States	
Description	Scope
Banking	One (1) Payment Election Rule (All pay groups use the same payroll payment election rule). Assumes for One (1) Company.
Banking	Up to One (1) Bank Accounts, up to One (1) Routing Rules, Delivered Check & Payslip Layout.
Checks and Payslips	Delivered Check and Payslip Layouts
Costing Allocations	Configuration of one hundred (100) employee costing



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Payroll for the United States	
	allocations across multiple accounting dimensions. Testing/Validation of allocations from BP approval through Payroll to the General Ledger.
General Ledger	Fiscal Posting Intervals, Schedules, Summary Schedules, Fiscal Years Journal Sources, Ledger, Ledger Types, Account Sets, Account Posting Rules to support a single General Ledger
Pay Components	Up to one hundred fifty (150) Pay Components (Earnings and Deductions) Net Pay Validation and Arrears Pay Accumulations, Pay Balances, Pay Component Groups, Tax Authority Exceptions
Payroll Processing	Up to three (3) Pay Groups Up to two (2) Run Categories Off-Cycle Payments Retro Processing Up to five (5) Audit Report Configuration Payroll Command Center Compliance and Year End Dashboard (Delivered with no customizations) Payroll Involuntary Withholding Orders and Deduction Recipients Processing will be entered Manually.
Period Schedules	Up to three (3) Period Schedules for Payroll Generate Period Schedule Periods FLSA Work Period Calendar Rules
Tax Reporting	One (1) Company for Payroll Company Federal, State and Local Payroll Tax Configuration (not to exceed 4 states) Workday Delivered W-2 Configuration Payroll Tax Filing Configuration (Workday Delivered Payroll Tax Period Reporting). Customer to perform Tax Filing in-house
Reporting	Delivered Workday Reports
Modifiable Business Processes	Settlement Run Event with One (1) approval per Company Assign Pay Group Payment Release Event
Data Conversion	Payroll Balances for Current Year (History) Worker Tax Elections



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Payroll for the United States

	Withholding Orders Excluded (Manual Data Entry Required)
	Worker Payment Elections
	Worker Tax Treaties
	Current Costing Allocations

Learning

Description	Scope
Security Groups	Security Groups (Up to 4 security groups excluding topic and course segmented security groups)
Setup	Learning Configuration on Edit Tenant Setup tasks
	Configure Learning Dashboards (Learning, Learning Administrator, My Team's Management, My Library, Learning Trainer, Home)
	Up to 10 Topics
	Custom Learning Slider (Up to 1 custom slider and 1 associated custom search)
	Internal Learning Instructors (Up to 50)
	Up to fifty (50) Internal Learning Assessors
	Up to eight (8) Campaign Audiences and reports
	Up to eight (8) Campaigns
	Up to eight (8) Custom Notifications
	Reason codes setup for Drop Enrollments, Cancel Learning Enrollments, Cancel Course Offerings, Waive Learning Assignments (Up to 5 each)
	Validation Rules (up to 5)
Reporting	Delivered Reports and five additional delivered custom reports (Learning Video Interactions, Learning Upcoming Course Offerings, Learning Survey Responses, Learning Duration, Learning Completion and Required Learning)
Modifiable Business Processes	Manage Lesson
	Manage Course
	Manage Course Offering
	Enroll in Content
	Drop Learning Enrollment
	Manage Program
Data Conversion	Data conversion not in scope for Learning



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Talent	
Description	Scope
Performance	Development Items
	Goals
	Up to thirty (30) Competencies: Includes behavior setup and association to Job Profiles, Management Level, and / for Job Family
	Up to three (3) Performance Review Templates
	Anytime Feedback
Talent Core	Career Interests
	Job Interests
	Career Profile
Calibration	Calibration is Excluded
Modifiable Business Processes	Start Performance Review
	Complete Self Evaluation for Performance Review
	Complete Manager Evaluation for Performance Review
	Give Feedback
	Set Review Content for Performance Review
	Assess Potential
	Manage Competencies
	Manage Interests
Data Conversion	No Goal History
	No Transactional History
	No Prior Performance Reviews

Recruiting & Messaging	
Description	Scope
Setup and Features	Internal Application
	Auto Disposition Candidate's Other Job Applications
	Auto Unpost Jobs
	Task Consolidation for Review Offer
	Job Requisition Management
	One (1) Job Application templates
	Up to two (2) Job Posting templates with template content. One (1) for internal job posting and One (1) for external job posting template.
	Simple Referral (does not include payout process)
	Evergreen Requisition Management. Assumes only the use of Primary Recruiter for job application steps to support basic evergreen



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Recruiting & Messaging	
	Candidate Screening
	Candidate Review
Career Site Configuration	Candidate Home
	One (1) Internal and one (1) External Career Site
	One (1) Internal Career Site for Contingent Workers
	External and Internal Candidate Job Alerts
	External Career Site Privacy Policy
	Configurable Candidate Consent
	Prospect Introduce Yourself on External Career Site
Configurable Content	Workday Documents – One (1) document template to capture Internal/External dynamic offer letter variations including: -Simple letter header including company logo and footer (note this will appear on all pages of the offer letter) – Up to ten (10) conditional paragraphs (may include introduction, offer details (full-time, part-time, location, manager, job details), basic compensation language (hourly, salary, bonus, allowances, one-time payments), conclusion) – Up to two (2) static document attachments for candidate offer review
	Up to two (2) Internal and Up to two (2) External Application Questionnaires (each questionnaire with up to 10 questions)
Integrations	Guidance of Apply with LinkedIn
	Guidance for Workday Outlook or Google Calendar Interview Scheduling Integration for Internal Interviewers Only
Security	Delivered Primary Recruiter Security
	Prospect Management
	Candidate Pool functionality
Setup	Assessments (no associated integration)
	Background Check
	Interview Management (no associated integration)
	Interview Ratings
	Candidate Endorsement
	Configurable Section Headers and Instructional Text on Job Application Templates
	Duplicate Management (delivered framework)
	Job Requisition Categories and Reason
	Messaging deployment will occur during the postproduction support timeframe
	Workday will enable Workday Messaging at tenant level. Creation of up to five (5) Total Messages templates and / or business process notification for SMS functionality, Customer to identify messages



STATEMENT OF WORK

Recruiting & Messaging	
	during Recruiting set-up
	Delivered User and Role Based Security Groups
	Autocomplete on Staffing business processes
Reporting	Delivered Recruiting Standard Reports
	Candidate Grid (delivered) with Customized candidate grid with up to three (3) data elements.
	Job Requisition Workspace
Modifiable Business Processes	Job Application (one (1) Dynamic Workflow to include nested subprocesses)
	Offer
	Job Requisition
Data Conversion	Up to one hundred (100) Open Job Requisitions and Corresponding Open Positions
	Prospect Conversion Excluded

Time Tracking	
Description	Scope
Alerts and Validations	Up to three (3) Alerts
	Up to five (5) Time Entry Validations
Schedules and Calendars	Up to three (3) Holiday Calendars
	Up to five (5) Work Schedule Calendar Rules
	Up to ten (10) Work Schedule Calendars
Security	Up to two (2) Security Groups to Support Security requirements for Employee Self Service, Manager Self Service
	Up to two (2) Security group requirements related to Web Clocks
Time Calculations	Up to thirty (30) Time Calculations and up to ten (10) Time Calculations groups
Time Entry	Up to six (6) Time Entry Templates
	Time entry via Time Tracking calendar.
	Project Worktag included.
Reporting	Time and Absence Dashboard
	Review Time Task
	Edit and Approve Time Task



STATEMENT OF WORK

Time Tracking	
Modifiable Business Processes	Assign Work Schedule
	Enter Time
	Reported Time Batch Event
Data Conversion	Excluded from the Scope for Go-Live

Accounting and Finance	
Description	Scope
Allocations	Up to Ten (10) Allocation and Ten (10) Statistic definitions
Book Codes and Books	Multi-Book Accounting (GAAP and non-GAAP)
Financial Accounting Structure	Core Financial System of Record
	Ledger to Track Actuals Only
	Balancing by Company/Legal Entity plus balancing Worktag
	Single Primary Chart of Accounts for One (1) Company
	Single Primary Fiscal Schedule for One (1) Company
Journals	United States Operations only
	Journal Processing
	Import Journals via Spreadsheet
	Accounting Adjustment
	Custom Validations (Maximum 10 Custom Validations)
Commitment Accounting	Journal Sequencing (to support unique journal numbering)
	Commitment/Obligation ledgers for Financials (pre-encumbrance & encumbrance)
Reporting	Income Statement
	Customized Trial Balance
	Balance Sheet
Modifiable Business Processes	Accounting Adjustment Event
	Accounting Journal Unpost Event
	Accounting Journal Event
Data Conversion	Single Summarized Journal for 1 Company includes a prior year ending balance. Summarized activity balances for one Fiscal Year prior to go-live.
	For mid-year conversion includes above and Current YTD.



STATEMENT OF WORK

Accounting and Finance	
	Company Base Currency Only
	Transactional Journals Not Converted

Cash Management	
Description	Scope
Bank Reconciliation	Bank Reconciliation (Automated and manual)
	Foundation Delivered Bank Reconciliation Matching Rules and First Notice Rules only (Parsing Rules Excluded)
Banking Setup	Bank Account Management
	One (1) Financial Institution
	Up to Ten (10) Bank Accounts per Company
	Cash Positioning - Cash in treasury pool; cash positioning; cash balance check.
	Worktag balancing by bank account and average daily balance.
Settlement	Operational Transactions in US Dollars,
	Settlement
	Ad Hoc Payment
	Bank Routing Rule
	Bank Account Transfer for Settlement
	Ad Hoc Bank Transaction
	Payment Acknowledgments (if bank supports)
	Positive Pay
	Preprinted or Blank check stock (printer not provided)
Modifiable Business Processes	Miscellaneous Payment Request
	Settlement Event
	Bank Account Transfer & Bank Account Transfer for Settlement
	Bank Account Event
	Ad Hoc Payment Event
	Miscellaneous Payment Request Event
	Ad Hoc Bank Transaction
Data Conversion	Beginning Balance
	Unreconciled Open items



STATEMENT OF WORK

Asset Management	
Description	Scope
Asset Accounting	Asset Accounting
	Asset Sharing
	Asset Depreciation for GAAP book only
	One Asset Book Rules
	Asset Adjustments
	Multi Book Asset Accounting
Asset Maintenance	Asset Reclassification
Asset Tracking	Pooled Assets
	Asset Transfer
Modifiable Business Processes	Asset Registration
Data Conversion	Active Capitalized Assets (Reconciled to Balance Sheet)
	Tracked Expensed Assets (No Cost)

Customer Accounts	
Description	Scope
Cash Sales	Cash Sale
Customer Collections	Customer Invoice Maintenance
	Customer Statement (Standard Delivered Template)
	Receivable Write Off
	Receivable Aging
	Collections and Dispute Activities
	Interest and Late Fees
Customer Invoices	Customer Invoice (Standard Delivered Template)
	Up to ten (10) Custom Validations
	Dunning Letters (Standard Layout)
	Up to one thousand (1,000) Sales Items
Customer Payments	Customer Payment Processing
	Delivered Auto-Apply Payment Rules Only
	Customer Deposit
Customer Refunds	Customer Refund
Modifiable Business Processes	Bad Debt Write-off Event
	Customer Event
	Customer Invoice Event



STATEMENT OF WORK

Customer Accounts	
Data Conversion	Customer Refund Document Event
	Open Account Receivables Items in US Currency
	Customers With Activity Within six (6) Months Prior to Go Live

Supplier Accounts	
Description	Scope
1099 Reporting	1099 Adjustment
Supplier Contracts	Supplier Contracts (Scheduled or Manual Invoice Contract Types Only). Leased Supplier Contracts not included.
Supplier Invoices	Supplier Invoice
	Recurring Supplier Invoice
	Supplier Invoice Attributes
	Supplier Invoice Retention
	Prepaid Spend Amortization
	Supplier Invoice Request
	Up to Ten (10) Custom Validations
	Remittance Advice (Standard Format CSV File)
	Supplier Invoice Matching against Contract using delivered match rules
Suppliers	Supplier Remit to Connection
	Supplier Request
Transaction Tax	Manual selection on transactions for configured Tax Authorities, Rates, Codes and Applicability for In Scope Countries only. Tax Defaulting logic is not included.
Modifiable Business Processes	Supplier Invoice
	Supplier Invoice Request
	Supplier Change Event
	Recurring Supplier Invoice
	Supplier Event
	Supplier Request Event
Data Conversion	Up to Fifty (50) Open Accounts Payable Items in Transaction Currency
	Current year to date 1099 balance (Mis Year Conversion only).
	Up to one thousand (1,000) Suppliers and Supplier



STATEMENT OF WORK

Supplier Accounts	
	Connections for those suppliers with Open Payable Items as well as suppliers with activity within 12 months prior to go live.

Procurement	
Description	Scope
Purchase Orders	Change Order
	Purchase Order (Delivered Standard Layout)
Receipts	Receipt Accruals
	Receipt
Requisitions	Requisition
	Sourcing
Supplier Contracts	Supplier Contract (Excludes Lease Supplier Contracts)
Suppliers	Supplier Invoice Matching (Delivered Matching Rules)
	Return to Supplier
	Matching Override
	Supplier Retention
	No Supplier Portal
Transaction Tax	Manual selection on transactions for configured Tax Authorities, Rates, Codes and Applicability for In Scope Countries only. Tax Defaulting logic is not included.
Reporting	Supplier Performance Dashboard, Buyer Dashboard, Supply Chain Worker Activity, and the delivered supporting reports.
Modifiable Business Processes	Requisition Event - Delivered approvals plus two (2) custom approval steps
	Change Order Event - Delivered approvals plus two (2) custom approval steps
	Supplier Contract
	Purchase Order Event - Delivered approvals plus two (2) custom approval steps
	Supplier Accounts Match Event
	Supplier Contract Amendment
	Receipt Event
	Supplier Accounts Match Exception Override Event
Data Conversion	Up to one hundred (100) Receipt for Open Approved Purchases Orders



STATEMENT OF WORK

Procurement	
	Up to one hundred (100) Open Supplier contracts
	Up to one hundred (100) Open Approved Purchase Orders

Strategic Sourcing – Essentials	
Description	Scope
System Configuration	Configure global settings
	Configuration of Single Sign-On access. Workday will be primarily responsible for configuration of Single Sign-On (SSO) access
Suppliers	Configure custom field groups and custom fields required for the Supplier Profile
	Provide Supplier import template. Supplier import is only in scope if the Supplier Connector is out of scope
	Import up to twenty-five thousand (25000) Suppliers. Supplier import is only in scope if the Supplier Connector is out of scope
Strategic Sourcing	Configure RFx Template(s), including the description, questionnaires & worksheets
	Configure up to two (2) RFx templates
Pipeline Projects	Edit default fields and configure custom fields & custom field groups
	Configure up to three (3) Pipeline Project Types
	Customize Project layouts
	Configure Financial Details settings
	Provide Project import template
	Data must be formatted per Workday's import template requirements & data validations
	Import up to five thousand (5000) Pipeline Projects. Workday will be primarily responsible for loading Pipeline Projects

Budgets	
Description	Scope
Loading Plans	Import Budget via Spreadsheet only
	Up To ten (10) Custom Validations
Plan Setup	Financial Budget for current fiscal year Budget Hierarchy Budget Approvals & Amendments Functionality Budget Checking Financial structure only

STATEMENT OF WORK

Budgets	
	Budget Allocations
	Budget Checking Financials
	Plan Structures ((up to three (3) structures))
Plan Templates	Plan Templates for current fiscal year
Modifiable Business Processes	Plan Event
	Budget Amendment Event
Data Conversion	Current Year Budget Data

Grants Management	
Description	Scope
Awards	Up to one hundred (100) Award Contracts and required attributes
	Up to one hundred (100) Award and one hundred (100) Schedules
	Catalog of Federal Domestic Assistance (CFDA)
	National Science Foundation codes used for Award reporting
	Special Condition Types
	Up to one hundred (100) Award Plan Structure and Award Budgets
	Award Spending Restrictions
Awards Budgeting	Up to one hundred (100) Award Budgeting (including Budget Checking - Awards, Budget Approvals & Amendments – Awards)
Facilities and Administration	Up to ten (10) F&A Rate Agreements
	F&A Exceptions and Waivers
	Calculate F&A Costs
	F&A Revenue Allocation
Grants Reporting	Award/Grant Reporting/Dashboards
	Budgetary Balance and Manager Budgetary Balance Reports
Sponsor Billing	Award Billing for Cost Reimbursable and Fixed Cost Awards
	Up to one hundred (100) Sponsors
Sponsor Payment Processing and Application	Sponsor Payment Processing
	Letter of Credit Processing
Modifiable Business Processes	Award Event

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Grants Management	
Data Conversion	Award Correction
	Award Amendment
	Award Spend Restrictions and Grant routing/approval for Sponsored Award processing on spend BPs
	Security Roles and Assignments for Award and Grant reporting and routing
	Grants/Grant Hierarchies, Roles Assignments, Default Worktags
	Open Sponsor Invoice Balances
	Sponsors associated to Active Awards
	Subrecipients/Suppliers
	Up to one hundred (100) Award Contracts active at Go Live
	Award Life to Date Billed Balances via Award Historical Cumulative Lines for Active Awards at Go Live
	Award Life to Date Expenditure and/or Revenue Balances for Active Awards at Go Live
	Letter of Credits Active at Go Live
	Up to one hundred (100) Award Budgets for Active Awards at Go Live

Projects	
Description	Scope
Overall Product Scope Guidelines	Standard Generic Assumptions Apply
Project Setup	Up to ten (10) Custom Validations
Project Budget	1 Plan Structure
Project Resources	Project Roles (Up to ten (10))
	Dynamic Resource Pools (Up to ten 10)
Capital Projects	Project Assets
	WIP Exclusion Rules (Up to ten 10)
	Asset Auto-Assign Rules (Up to ten 10)
Modifiable Business Processes	Create Project
	Edit Project
	Project Resource Plan Line
	Verify Capital Project Expense

STATEMENT OF WORK

Projects	
Data Conversion	Plan Event
	Budget Amendment
	CIP - Construction in Progress
	Active Projects
	Project Budget

Expenses	
Description	Scope
Spend Authorization	Spend Authorizations
Tax Setup	US Single Tax Code Defaulted for Expenses
Expense Credit Cards	Expense credit card use for travel only. No procurement purchases on this card.
Expense Rate Tables	One (1) Mileage Rates
	Expense Rate Tables (Up to five (5) Expense Items with Rate Tables Included. Third Party Integration not included))
	One (1) Per Diem Rate Table
Expense Reports	Processing of Expenses Reports for Workers and Pre-Hires (no Spend Authorizations)
	Create' Delegation for "Chief Level" Executives Only
	Up to Ten (10) Custom Validations
	Up to Twenty (20) Expense Item Attributes
	Expense Report Instructions
	Travel Profile
	Mobile Enablement
	Expense Report Payment
	Expenses Hub
Modifiable Business Processes	Expense Report Event
	Spend Authorization
Data Conversion	Worker Payment Elections for Expense Payments

Scheduling	
Description	Scope
Product Scope	Customer will be live on Workday HCM. before Scheduling Implementation begins.

STATEMENT OF WORK

Scheduling	
	The Time Offs currently configured have start and end times for time off entry. There are no updates required to Time Offs.
	Predictive Scheduling will not be configured.
	The Time Calculations currently configured do not reference Work Schedule Calendars.
	The Time Entry Validations currently configured do not reference Work Schedule Calendars.
	The Custom Reports currently configured do not reference Work Schedule Calendars.
	The Work Schedule Calendar Business Processes and security is not enabled.
Regions	The Countries in scope are United States.
	Up to one (1) time zones in scope.
Worker Count	Up to two thousand (2,000) workers in scope.
Multiple Positions	Multiple Positions are not in scope.
Organizations	One High-Level Scheduling Organization manages scope to one set of Scheduling Settings for all supervisory organizations across the deployment.
Eligibility	There is one (1) Schedule Tag Types in scope for this deployment.
Method of Schedule Creation	Schedules will be created using Work Schedule Calendars (Static Scheduling).
Business Processes	Workers will not have individual overrides.
	Workers will not track their availability.
	Workers will not track their preferences.
	Workers will not leverage the Open Shift/Take Back Shift/Cover Shift and/or Swap Shift Business Processes.
Reporting	There are ten (10) delivered reports offered with Workday Scheduling. Custom Reports are not in scope.
	NOTE: Eight (8) custom reports are available free of cost, Deployment Team must load this as a "Packaged Solution".
	Download of the Workforce Management Operational Reporting configuration package. Set up of recommended security for reports.
Modifiable Business Processes	Change Worker Schedule Tags
	Change Worker Scheduling Settings
	Change Worker Schedule Preferences



STATEMENT OF WORK

Scheduling	
	Change Worker Availability
	Open Shift
	Take Back Shift
	Cover Shift
	Swap Shift
	Accept Shift Swap
	Publish Schedule
	Change Published Schedule
	Bulk Change Published Schedule
	Assign Shift Profile to Worker
	Mass Change Shift Event
Data Conversion	Worker Availability is out of Scope.
	Worker Preferences is out of Scope.
	Worker Overrides is out of scope
Method of Schedule Creation - Labor Optimization	Labor Optimization is out of scope.
Data Conversion - Labor Optimization	Labor Demand is out of scope.
	Sales Forecast and Labor Cost is out of scope

Financial Planning	
Structure	Budget and forecast up to five (5) years out.
	All planning periods will use a common / single methodology.
	Planning occurs in time periods of months, quarters, or years
	One Chart of Accounts structure, one calendar, and a common set of templates and processes across the organization
	Up to twenty (20) Legal Entities and 20 Entity Currencies (Single Currency per Entity)
Revenue	Manual upload of Revenue. No calculations.
	Up to two (2) Manual Input Sheets with up to four (4) Dimensions each (each Sheet provides a single interface to view, enter, and update data).
Operating Expense	Up to two (2) Supporting Schedules (a model built for a single or group of GL accounts using a single methodology with common dimensions and a single manually imported / maintained data set)
	Up to fifty (50) total calculations across the two (2) supporting schedules and accounts.

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Financial Planning	
Personnel Expense	Up to two (2) Personnel Expense models (current roster and open positions)
	Up to three (3) Employee Groups: Salary, Hourly and Contingent Labor.
	Labor Unions is out of scop.
	Up to fifty (50) total calculations across the two (2) models. (Capitalized Labor is not included)
	Manual Data Entry for Transfers, Splits, Planning Allocations by Level (Single-Step, Not Sourced from Payroll data) Manual changes made in one version do not persist upon a refresh of data from source.
	Fringe Benefits and Tax Rates
	Merit and Bonuses are calculated as a percent of total pay based on role, worker, or total company.
Capital Expense	Capital Expense Model - Using straight line depreciation for newly planned assets.
	Summary depreciation loaded for existing assets (not at asset level)
	Capital model does not include capitalized Labor or calculation of depreciation on existing assets.
Data Management	Data Mapping Document using the standard available functionality adhering to the following guidelines:
	Up to ten (10) business rules & transformations (e.g., concatenation of two fields) can be applied to the data extracted from each source
	Workday will document the Solution Configuration. End-user documentation and end user training is not in scope
	Support data validation for three months of history that is imported into the Service from Customer's Tenant
	Rules for determining which accounts to exclude and account sign reversal from import are account ranges or list of accounts
	Currency conversion is not included
	Workday shall configure the automation synchronization of the following metadata and data: - Metadata: Accounts - Metadata: Levels - Metadata: Dimensions & Attributes (up to twenty - 20) - User Synchronization - Publish of Financials Budget Monthly Balances by Account, Level and Dimension to Workday Financials Workday shall define and configure required Advanced Reports and Workday Data Source for the following sources of data within the Customer's Workday Tenant: - Summarized Monthly Journal Lines - Summarized Depreciation

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Financial Planning	
	Forecast (if applicable) - Current personnel roster - Target bonus percent/amount by worker - Open positions / requisitions - Currency Translation Rates (Average and End of Month only) - Matrix Report for General Ledger Drill Through
Security	Enable security on Levels and configure Dimensional Access Control for up to one additional dimension
Reporting	One Income Statement Format (account / dimensions) that incorporates all templates and business logic Conduct up to six (6) remote hands-on workshops (up to two hours each) to walk-through building reports/dials/dashboards. Provide best practice guidance around design Consult with Customer on specific dial design challenges, Help Customer with how-to questions. Reports and Dashboards to be completed by Customer prior to UAT. Budget Book is out of scope. Up to ten (10) KPI's
Training and Enablement	Knowledge transfer and documentation provided for all planning models built using Workday's documentation format and tools (1 page per model) Conduct a user walkthrough of the built solution and how to run/schedule jobs Admin training: includes training for up to five (5) users on administrative responsibilities and maintenance. Postproduction support: two (2) weeks of support for up to 10 hours per week
	Financial Consolidations, Balance Sheet and Cash Flow Payroll or Payroll Costing Allocations as a source are out of scope.

Prism - People History of Launch	
Description	Scope
Use Case	One (1) Use Case – People History Data Source – Blend up to seven (7) years of external People History with Workday data using the Workday provided templates for loading into Prism.
Transformation Complexity	Data mapping of simple complexity via delivered



STATEMENT OF WORK

Prism - People History of Launch	
	People History Prism Data Model for blending legacy files and Workday
Reporting	One (1) Dashboard, three (3) tabs, ten (10) Custom reports, Organizational Overview & Trends Tab
Security	Row Level - Native security that comes with the package is at the active organization level - cost center, company, and supervisory.
	All organization mapping will be done by the customer through external files mapping to active organizations in Workday.
	In the event when there are organization values not converted or configured in the Customer tenant, Workday will create a single Pre-Conversion terminated organization to allow for security.
Assumptions and Exclusions	Solution does not include data tables outside of Top of Stack and Worker Activities. For example, Compensation and Performance history are not in scope.
	Workday will not create organizations that are not active at the time of implementation. Workers aligned to non-active organizations will be mapped to a single pre-conversion terminated organization.
	Downloaded via Configuration Catalog
	Migration tasks to be completed by customer
	Customer extracts legacy data
	Customer leverage delivered template for ingesting into Prism pipeline
	Scope does not include integrations

9. Integrations.

9.1 Integration Scope. This section describes the integrations to be delivered by Workday under this SOW based on the information provided by Customer and the parties' understanding as of the SOW Effective Date.

9.2 Integration Classifications.

"Configured Integrations" describes the productized connectors developed and supported by Workday that exist as Workday Integration Templates (as defined below) in each Tenant and are licensed to customers for use with the Workday Service. Workday may modify or discontinue Configured Integrations from time to time. Configured Integrations require only configuration to deploy; no customization of the Configured Integration is required or performed. An explanation for each Configured Integration can be found in Workday Product Documentation by searching for the name of the applicable Workday Integration Template.



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Configured Integrations (including Workday Integration Templates) are supported by Workday, irrespective of who configures them, as a Workday Service support obligation, except that the SLA and Service Level Credits will not apply to any Configured Integration due to Workday's reliance on the third-party system with which each Configured Integration interfaces.

"Developed Integrations" describes all other integrations, including any Custom Integration (if such term is defined in the PSA), that are developed by Customer, by Workday (other than a Configured Integration), or by a third party, including Workday's software partners. Developed Integrations also include solutions or connectors available that interact with the Workday Service platform (e.g., by direct connection to Customer's Tenant public API, as pre-built integrations), using such parties' own tools or Workday's Integration Template(s).

Integrations delivered by Workday hereunder may include a combination of one or more Configured Integration(s) and Developed Integration(s), as identified in the Integrations in Scope table below.

9.3 Integration Support.

Configured Integrations and Workday Integration Templates. Workday provides ongoing support for Configured Integrations and Workday Integration Templates in accordance with Workday's current Production Support and Service, irrespective of who configures them, except that the SLA and Service Level Credits will not apply to any Configured Integration due to Workday's reliance on the third-party system with which each Configured Integration interfaces. If Customer uses or develops any connector or integration that incorporates a Workday Integration Template, Workday will support the Workday Integration Template only, and the remainder of the connector or integration is a Developed Integration that must be supported by Customer or a third party. Customer (or its third-party provider) is responsible for testing and supporting all Configured Integrations.

Developed Integrations. Developed Integrations are not part of the Workday Service and are not supported by Workday. Customer is responsible for designing, developing, and deploying all Developed Integrations, except to the extent expressly set forth in this SOW. Customer (or its third-party provider) is responsible for testing and supporting all Developed Integrations.

9.4 Integrations in Scope.

Integrations in Scope

During the Architect and Configuration Stage, Workday will collaborate with the Customer to review and refine the list of integrations, prioritize, and identify integrations to be developed by Workday. Customer will be responsible to develop the remaining integrations based on this discovery. The total number of integrations to be developed by Workday is listed below with the and associate complexity of each integration.

Workday Integration Solutions	Complexity	Workday Owned Integrations
Technical Services Standards	Low	2
Technical Services Standards	Medium	1
End to End Connectors	Low	7
EIB / DT / BIRT	Moderate	10
Workday Studio	High	19

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Total # of Deliverables	39
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10. Reporting.

The reporting and analytics workstream's primary objective are to configure, test, and deploy Customer-defined custom reports. Custom reports are those that require custom development (as distinct from Workday delivered reports which are available out-of-the-box and without Tenant-specific configuration). A secondary but critical objective of the workstream is to conduct reasonable knowledge transfer activities toward enabling customers to become self-sufficient with the Workday reporting tools. To meet these objectives as effectively as possible, a supporting objective is the development of a Workday-centric reporting and analytics strategy to inform the workstream's approach to reporting activities to meet both short and long-term business objectives.

10.1 Reporting Activities.

Reporting activities are shared across the Workday team and Customer. Workday activities are indicated below. Customer activities are documented under Reporting Assumptions.

- Workday shall provide an overview of Workday's reporting and analytics toolset, which will include an orientation to Workday reporting, key concepts, and Workday reporting leading practices.
- Workday shall develop and socialize a Customer-specific reporting and analytics strategy that encompasses: a current assessment on reporting and analytics maturity and a program approach to reporting activities and deliverables (including data interdependencies).
- Workday shall advise and provide guidance to Customer to support evaluating Customer report requirements, rationalizing and/or prioritizing custom reports for development, sizing the development effort, and assigning responsibility for development.
- Workday shall configure, unit test, and deploy custom reporting solutions within Workday's scope based on requirements provided by Customer.
- Workday shall facilitate working sessions to sufficiently capture detail for development. Workday shall mutually agree with Customer to the specific list of report deliverables for which Workday is the Responsible Party.
- Workday shall reasonably assist and advise report deliverables for which Customer is the Responsible Party.
- Workday shall provide knowledge transfer sessions to ensure a transition of reporting responsibilities to Customer to support transition to Production go-live.

If Customer requires additional assistance from Workday in excess of the Technical Services described herein, Reseller shall create and present to Customer a Change Order in accordance with the Change Order process.

10.2 Reporting Scope.

This section describes the custom reports to be delivered by Workday under this SOW based on the information provided by Customer and the parties' understanding as of the SOW Effective Date. During delivery, and upon further discovery, the parties may agree that changes are required to meet Customer's requirements, which changes shall be affected via a Change Order.

10.3 Reporting Classifications.

"Delivered Reports" describes non-custom reports developed and supported by Workday that exist in each Tenant and are licensed to customers for use with the Workday Service. Delivered Reports cannot be directly customized. Delivered Reports that are copied to enable customization shall be considered Custom Reports.

"Custom Reports" describes all other reports that are developed by Customer, by Workday, or by a third party, including Workday's software partners.



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10.4 Workday Custom Reporting Solutions and Classifications.

The table below describes available Workday Custom Reporting Solutions as of the SOW Effective Date.

Workday Custom Reporting Solution	Description
Advanced Report	Advanced reports display data from the primary and related business objects. Data may be filtered, sorted, grouped, and display sub- and grand totals. Reports can include charts and be enabled as a worklet or web service.
Matrix Report	Matrix reports display grouped data with summarized metrics for each grouping and allow drilling into summarized metrics for further analysis. Matrix reports also support filtering, charts, and worklets.
Composite Report	Composite reports support combining data from multiple Advanced or Matrix sub-reports into a single report.
Dashboard	Dashboards provide quick access to frequently referenced data and tasks. Can pull data and visualizations from other delivered and/or custom reports. Can contain up to 6 tabs, with up to 6 worklets per tab. Dashboard Menu may be leveraged to make insights actionable.
Discovery Board	Discovery Boards are an embedded ad hoc reporting and analysis tool in Workday that provide a modern, intuitive authoring experience for indexed data sources. They can be used to create and collaborate analytics with visuals, tables, and pivot charts or be exported as a custom report.
Worksheet	Worksheets allow collaboration, modeling, analysis, and tinkering with Workday data in a familiar spreadsheet environment within the security of Workday.

10.5 Reporting support

Delivered Reports. Workday provides ongoing support for Delivered Reports in accordance with Workday's current Production Support and Service.

Custom Reports. Custom Reports are not part of the Workday Service and are not supported by Workday. Customer is responsible for designing, developing, and deploying all Custom Reports, except to the extent expressly set forth in this SOW. Customer (or its third-party provider) is responsible for testing and supporting all Custom Reports.

10.6 Custom Reports in Scope.

The anticipated number and associated complexity of the Custom Reporting effort to be developed by Workday is as follows:

Complexity	Custom Reporting Solution (with Parameters)	# of Deliverables
Low	Advanced or Matrix Report (up to 5 custom calculated fields per report)	10
Moderate	Advanced or Matrix Report (up to 10 custom calculated fields per report)	0
High	Advanced or Matrix Report (up to 20 custom calculated fields per report) Composite Report	0



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	(single data source per report)	
Very High	Advanced or Matrix Report (more than 20 calculated fields per report) Composite Report (2 or more data sources and up to 10 instances of row-defined or cell-defined data per report)	0
Dashboard	Dashboard (up to 1 tab with up to 6 worklets per Dashboard)	0
Total # of Deliverables		10

10.7 Reporting Limitations

Reports are limited to the available report data sources, data source filters, business objects, delivered report fields, custom objects and fields, and calculated fields. Reports are further limited to the availability of historical data that has been converted and migrated into the Tenant.

11. Annual Comprehensive Financial Report (ACFR) Enablement Custom Reports

An Annual Comprehensive Financial Report (ACFR) is a collection of financial statements for a government entity that complies with the Governmental Accounting Standards Board's (GASB) accounting requirements.

ACFR Custom Reports in Scope

11. 1 Workday will design, configure, unit test, and/or deploy 13 specific custom reports that will provide some of the information required to prepare the customer's ACFR statements. The 13 custom reports are:

Related ACFR Section	Custom Report Name
Entity Wide Statements	Statement of Net Position
	Statement of Activities
Governmental Fund Statements	Balance Sheet Governmental Funds
	Statement of Changes in Fund Balance Governmental Funds
	Schedule of Changes in Fund Balances - Budget and Actual Governmental Funds
Proprietary Fund Statements	Statement of Net Position Proprietary Funds
	Statement of Changes in Net Position Proprietary Funds
Fiduciary Fund Statements	Statement of Fiduciary Net Position - By Fund Hierarchy

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	Statement of Changes - Fiduciary Net Position - By Fund Hierarchy
Combining Governmental Funds Statements	Combining Balance Sheet Nonmajor Governmental Funds
	Combining Statement of Changes in Fund Balance Nonmajor Governmental Funds
Combining Internal Service Funds Statements	Combining Statement of Net Position Internal Service Funds
	Combining Statement of Changes in Net Position Internal Service Funds

11.2 ACFR Limitations and Exclusions

- Only data that exists in Workday Financials can be reported on.
- Reports or data not listed in the table above are out of scope.
- Formatting, printing, or binding documents is out of scope.
- Schedules and reports to support Required Supplementary Information (RSI) are out of scope.
- ACFR custom reports shall be based on current GASB guidance as of the project start date. Changes due to updated guidance are out of scope.

11.3 ACFR Assumptions

- Prior year ACFRs will be generated from prior system(s), even after Workday has been implemented, until such time that a full fiscal year of complete financial data exists in Workday.
- Workday Foundation Data Model (FDM) configuration shall include all necessary components for ACFR Financials, including but not limited to: Program/Program Hierarchies, Ledger Account Summaries, Fund/Fund Hierarchies, and Book Codes for Government Wide/Fund Statements.
- All FDM components shall be migrated into Workday by the data conversion consultant. The Customer shall deliver a complete and accurate data crosswalk to translate between legacy data and Workday FDM. Workday shall reasonably assist and advise the Customer in crosswalk creation.
- If additional reporting is required to support ACFR, the Customer shall (a) leverage delivered Workday reports, (b) create their own custom reports, or (c) request additional custom reports. Additional custom reports may require a change order. If additional custom reports are found to be required, the Customer shall timely supply all requirements.
- Customer is responsible for data quality required for ACFR reporting to operate successfully.
- Customer is responsible for testing all ACFR reporting including, but not limited to, data verification. If a data-related issue is identified during testing, Customer will load and successfully test corrected data prior to go-live.
- Customer assumes operational responsibility and configuration for all ACFR reporting after go-live, including monitoring, troubleshooting, and deploying and testing updates.

12. SOW Scope Exclusions. The following application components are excluded from the scope of this SOW. Customer may choose to implement these Project components to which Customer has subscribed at its discretion following the initial Project phase described in this SOW. Any additional scope would necessitate a separate SOW with an associated cost.

12.1 Product/Functionality.



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a. Any functional domain not expressly included in the Functional Scope tables above are not in scope.

12.2 Integrations.

a. Any integration not expressly included in List of Integrations in Scope table above is out of scope.

13. Staffing – Project Roles and Responsibilities.

13.1 Workday Roles. Workday will assume responsibility for the following roles and tasks. Please note that multiple roles may be fulfilled by a single Workday resource.

Team Member	Key Responsibility
Executive Sponsor	• Confirms that the appropriate Workday resources are available for the Project and works with the Workday Engagement Manager to resolve any escalated issues in a time-effective manner. • Serves on the Steering Committee.
Engagement Manager	• Manages the Project including directing Project activities based on the Project Plan. • Provides status updates to both Workday and Customer team. • Serves on the Steering Committee.
Foundation Tenant Services	• Engaged in all activities and Deliverables related to the initial Foundation Tenant
Consultant(s)	• Responsible for providing Workday functional and technical knowledge and expertise on deployment activities and Deliverables
Test Lead	• Guides the Customer Test Manager and team in the testing management process for the Workday deployment, including testing of functional configuration, business process, integrations, data conversion, and reporting. The Test Lead will guide Customer and the Project team through the Workday methodology test cycles and approach; facilitate the test workshops and co-facilitate the testing kick-off with Customer; and provide assistance to Customer in developing test plans, test calendars, and in managing testing activities for unit, end-to-end, user acceptance, and other Workday test cycles. The Test Lead services do not include Workday Adaptive Planning test support. • Test Lead roles and responsibilities include advising and coaching the Customer Test Manager in managing test planning, test scoping, testing strategy and plans; performing knowledge transfer to Customer; and providing reasonable assistance and guidance to Customer as it develops testing documents and manages test execution and defect resolution.

13.2 Customer Roles. Customer will assume responsibility for the following roles and tasks. Please note that multiple roles may be fulfilled by a single Customer resource.

Team Member	Description of Role
Executive Sponsor(s)	• Responsible for championing the Project and accountable for budget. • Provides appropriate resources for Customer obligations. • Resolves escalations as needed.

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Team Member	Description of Role
	Commits to attending Steering Committee meetings
Project Manager(s)	- Co-manages Project Plan with Workday - Manages and ensures timely participation of Customer resources. - Manages issues and decision logs. Escalates as needed. - Communicates weekly Project status to Customer Executive Sponsor(s) and Project stakeholders. - Responsible for all Customer activities such as change management, employee training, testing, Customer-built integration(s), third party deployments. - Serves on the Steering Committee
Change Management Lead and Support Resources	- Manage completion of change management activities - Identify and engage support resources including communications, training, change network participants, etc. - Provide insight on Customer relationships, stakeholders, culture, and another institutional knowledge of Customer. - Manage the internal review and sign-off of change Deliverables
Functional Leads/Subject Matter Experts	- Responsible for identifying, cleansing, and validating data to be converted. - Tests business processes and configuration - Develops Customer-specific training and documentation. - Provides functional knowledge and expertise on business processes, data mapping, organizations, and system configurations. - Escalates to the Project Managers issues that may impact the Target Go-Live Date
Integration Leads	- Provides technical knowledge and expertise on Customer's business processes, data mapping, organizations, and system configurations. - Develops Customer-provided integrations identified in SOW (if any)
Workday Administrator(s)	- Workday "Tier 1" support when in Production - Point of contact for the Workday Production Support team Security Administrator: maintains Customer's security configuration. Business Process Administrator: manages Customer's business processes
Workday Adaptive Planning Administrator	Has a superior level of access to all plans and all Customer organizations participating in Customer's planning and modeling process. Personnel in this role are responsible for creating all baseline plans that are in alignment with Customer's business goals and strategic priorities. This role also establishes Customer's rules and policies applicable to all plans. Throughout the planning process supported by the Service, the Planning Administrator serves as a "super user" of the Service and assists other participants and organizations involved in the planning process and helps them reach their planning goals.
Test Manager	- Oversees the Test Stage, Customer's testing strategy, resource plan, scenario tracking and reporting. - Creates testing strategy document to support testing cycles, including roles and responsibilities, testing schedule and process for managing testing execution and issue resolution.



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Team Member	Description of Role
Strategic Sourcing Lead	Provides knowledge and guidance related to the sourcing business processes.

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Appendix 4
Description of Workday Change Management Professional Services

Change Management Activities and Responsibilities

Activity	Workday Consultant(s)	Customer Change Lead & Change Support Resources
Recurring Workstream Meeting and Project Administration Meetings	- Plan and lead recurring Change Management Project workstream meetings. - Support Change Management Project workstream report-outs on Workday Project Team meetings	- Participate weekly Change Management Project workstream meeting and contribute to agenda planning. - Prepare and deliver Change Management Project workstream report-outs on internal Project Team meetings
Change Management Orientation	Prepare and lead one (1) Change Management Orientation session for Customer counterparts	Identify attendees and coordinate scheduling
Change Impact and Stakeholder Identification Summary	- Partner with Customer to complete stakeholder identification and change impact activities and develop summary of impacts by persona. - Partner with Customer Change Led to attend all relevant meetings to document change impacts by stakeholder group	- Partner with Workday to complete stakeholder identification and change impact activities and develop summary of impacts by persona. - Partner with Workday consultant to attend all relevant meetings to document change impacts by stakeholder group
Change Management Strategy	- Partner with Customer on Change Management Strategy activities - Develop initial strategy based on Customer scope and high-level business conditions. - Partner with Customer to apply internal feedback and finalize strategy. - Recommend Change Management tasks to include in overall Project Plan	- Partner with Workday on Change Management Strategy activities - Provide required inputs and discovery information for strategy. - Manage internal review process. - Partner with Workday to apply internal feedback and finalize strategy. - Present finalized strategy to key stakeholders
Communications Plan	- Partner with Customer on initial Communications Plan activities and periodic Plan updates - Develop initial Communications plan based on Customer scope and high-level business conditions. - Partner with Customer Change Led to apply feedback resulting from internal plan review	- Partner with Workday on initial Communications Plan activities and periodic Plan updates - Provide required inputs/discovery information for Plan. - Manage internal review process of plan and partner with Workday apply resulting updates
Communications	Partner with Customer to develop	Partner with Workday

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Development and Delivery	- communications content and messaging. - Provide example artifacts based on the topics outlined in the Communications Plan - Review communications deliverables and collateral and provide feedback to Customer	- Consultant to develop communications content and messaging. - Format communications materials in preferred medium and perform all graphic design. - Coordinate internal communications review process. - Manage delivery and distribution of communications
Training Plan	- Partner with Customer on Training Plan activities - Develop Training Plan scope and high-level business conditions. - Recommend formats and provide input into development priorities and timeline	- Partner with Workday on Training Plan activities - Coordinate internal Training Plan review processes with SMEs and key stakeholders
Training Development	- Partner with Customer on Training Development activities - Recommend development and review approach based on material/audience. - Provide training development support up to: - Four (4) PowerPoint presentations (not to exceed thirty (30) slides each) - Twenty-five (25) user guides or Workday Knowledge Base Articles - Eight (8) Guided Tours	- Partner with Workday on Training Development activities - Coordinate internal Training Plan review processes with SMEs and key stakeholders. - Develop any additional training materials beyond the scope outlined in this SOW including but not limited to e-learning and videos. - Manage the storage and distribution of all training materials
Train-the-Trainer	Partner with Customer SMEs to plan and deliver up to four (4) three-hour workshops to prepare Customer resources to facilitate end-user training	- Identify SMEs to partner with Workday in delivery of sessions. - Identify resources who will participate in sessions and ultimately deliver all end-user training
Training Delivery	N/A	Responsible for all planning, preparation, delivery, and assessment of end-user training
Planning for Ongoing Change Sustainment Workshop	Deliver workshop and provide high-level recommendations for post-production Change Management sustainment	Participate in workshop and be responsible for all Change Management activities in post-production

Change Management Assumptions

1. Any extensions to Project timeline or functional scope additions must be evaluated to determine impacts to the Change Management Services and may result in an impact to the Project scope should additional



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support be required. The Change Management scope listed in this Appendix applies only to the timeline and functional scope outlined in this SOW.

2. The Change Management service is intended to accelerate end-user adoption of the Service and does not include support for concurrent initiatives or broader transformation efforts. The scope of this SOW is limited to the tasks in the above table. Any organizational design, Standard Operating Procedure (SOP) development, operating model or job role redesign work is out of scope for this SOW.

Change Management Project Roles

Workday will assume responsibility for the following roles.

Team Member	Description of Role
Workday Change Management Consultant(s)	Partner with Customer on Change Management activities as outlined in this Appendix.

The Customer will assume responsibility for the following roles.

Team Member	Description of Role
Customer Change Lead	• Partner with Workday on Change Management activities as outlined in this Appendix. • Identify and manage "Change Support Resources" to fulfill Customer obligations as described in this Appendix
Change Support Resources	Supplemental roles that support the Customer Change Lead in the execution of Change Management activities. Examples may include: • Communications resources • Training resources • Change Agents • Change Management local leads for multi-site, global, and/or customers requiring highly specialized Change Management approaches by function, entity, etc.

Customer Roles Assumptions

1. The Change Management Lead role will not be a dual role held by the Customer Project Manager or any Workstream Lead.
2. The Change Support Resources will ultimately be directed by and accountable to the Customer Change Lead.

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Appendix 5 Workday Test Lead Services

The Workday Test Lead is responsible for guiding Customer's testing management process for Functional Configuration, Business Process, Integrations, Data Conversion, and Reporting. The Workday Test Lead will guide the Customer and the project team through the Workday methodology test cycles and approach. The Workday Test Lead will facilitate the test strategy and test scenario creation workshops and co-facilitate the Testing Kick Off with the Customer.

Workday Test Lead role and responsibilities include advising and/or managing test scope, prescriptive test artifacts, and resolution of defects; supporting the management of all test cycles as per the standard Workday methodology, performing knowledge transfer to Customer and providing reasonable assistance and guidance to Customer during the Architect & Configure stage as the Customer develops test documents and during test execution. The Workday Test Lead Service will cover these related testing activities through the initial end-to-end testing Deliverables.

The scope of work for this role is outlined in the table below.

Project Stage	Activity / Deliverable	Assumptions
Plan	Prepare for test strategy and test scenario creation workshops.	- Customer will assign a Test Lead as the overall owner of the Test Work Stream. - Customer will plan the necessary resources and logistics for the test strategy and test scenario creation workshops.
Architect & configure	- Lead test strategy and test scenario creation workshops. - Develop a prescriptive test strategy and test plan. - Support test scenario development - Set up Smartsheets test tracking templates. - Support scenario development for the unit, end-to-end, regression, and any other test cycles mutually agreed by the parties in writing. - Support management of configuration unit testing: - Attend reasonable standing meetings. - Workday Lead to prioritize the severity of the defects and ensure timely assignment and follow-up for resolution. - Smartsheet test reporting to Customer test lead	- Customer will develop test scenarios for configuration unit testing. - Customer will set up test tracking tools if Smartsheet is not selected as the tool of choice. - Customer will develop all test scenarios in addition to the sample list provided by Workday. - Customer will drive configuration unit testing: - Execution by testers - Follow up with customer resources. - Test status reporting to the team, PMO and steering committee

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Project Stage	Activity / Deliverable	Assumptions
Test	- Support management of the end-to-end, regression, and any other test cycles mutually agreed by the parties in writing: - Standing meetings - Help the Customer Test Lead to prioritize the severity of the defects and ensure timely assignment and follow-up for resolution. - Smartsheet test reporting to Customer test lead	- Customer will have completed configuration unit testing in the prior stage and will be ready to perform the remaining test cycles. - Customer testers will have been trained to execute the test scenarios for each of the test cycles. - Customer will drive the execution of all test cycles: - Execution by testers - Follow up with customer resources. - Test status reporting to the team, PMO and steering committee
Deploy	No activities or Deliverables are in scope for the Workday Test Lead in this stage	
Postproduction Support	No activities or Deliverables are in scope for the Workday Test Lead in this stage	

*Note: Test Lead Services will follow standard Workday Methodology and project timing. If the project Go-live is extended or separated into multiple waves, Test Lead Services will align to the initial standard Go-live.