



SIGNATURE DOCUMENT

Documents	Agreement Number
Universal Main Subscription Agreement [REDACTED]	[REDACTED]
Public Sector Addendum [REDACTED]	
Subscription Order Form	
Subscription Order Form – Rising Passes	

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.

County of Williamson 710 Main Street Georgetown, Texas 78626	Workday, Inc. [REDACTED]
Signature	Signature <i>Abhiti Tewari</i> <small>Abhiti Tewari (Oct 10, 2025 08:40:41 PDT)</small>
Name	Name Abhiti Tewari
Title	Title Sr Director, Sales Finance
Date Signed	Date Signed Oct 10, 2025

Approved as to Legal Form by:

Katie Hauck
Katie Hauck (Oct 9, 2025 17:46:42 EDT)

Note: Before reviewing the MSA terms, please review our FAQ at this link: [REDACTED]



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 for Federal and SLED Customers, which is available at [REDACTED] or as executed by Workday and Customer (“**MSA**” or “**Agreement**”). The version of this Addendum which is attached to or referenced in the Signature Document that also references Customer’s first Order Form or in Customer’s first Order Form if there is no Signature Document, will apply to all subsequent Order Forms that reference the same MSA, unless a different Addendum is referenced in such Order Form.

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 Signature Document or Order Form as between Workday and such entity. As applicable, an entity qualified under (i), (ii), or (iii) above will 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 clauses in this Addendum indicating it applies only to a Federal Customer or a SLED Customer will 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.

- 1. Taxes.** The following sentence is hereby added at the beginning of the “Taxes” clause in the MSA (currently, Clause 1.3): *“This clause 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.** Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or state public disclosure Laws. A disclosure by the Customer of Workday’s Confidential Information to the extent required by Law will not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such disclosure (to the extent legally permitted) in time to allow Workday to contest such disclosure, follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday’s cost, if Workday wishes to contest the disclosure. In the event of any request by a government agency, law enforcement authority, or document subpoena for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.
- 3. FERPA.** To the extent required for a public education SLED Customer or an Approved Customer, the parties agree to the following addition to the MSA: *“To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act (“FERPA”) and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.”*
- 4. Business Associate Exhibit** If the Customer Content includes data that is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and Customer is a Covered Entity as defined under HIPAA, Workday’s Business Associate Exhibit found at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html> effective as of the Effective Date of the Agreement will apply to Workday’s receipt, maintenance, or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

5. Clause 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 will defend Workday, at Customer's expense, from any third-party Claim against Workday arising from Customer Content, and Customer will be directly and solely responsible for any Losses related to such Claim. If Customer is prohibited by Law from indemnifying its vendors, Customer acknowledges that it, and not Workday, is responsible for Customer Content and any other materials and data it provides to Workday and for the behavior of its Authorized Parties and the parties agree that any indemnification clause found in an Order Form's application-specific additional terms or click-through terms referenced in the Order Form will be read only as such an acknowledgement.

6. FOR A FEDERAL OR SLED CUSTOMER ONLY: Termination for Non-Appropriation. To the extent required by Law, the following provision is hereby added to the end of the "Termination" clause of the MSA (currently Clause 9.1):

Termination for Non-Appropriation. Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. Customer will seek to obtain funding for each fiscal year of an Order Form. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use all lawful and reasonable means to secure appropriations; and (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of an Order Form, in whole or in part. In accordance with the foregoing, Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has received services. Customer will not execute any Order Form unless funds have been appropriated for at least the first year's subscription fee. Upon termination, Customer will remit all amounts due, and all costs reasonably incurred up to the date of termination. Upon request by Workday, Customer will identify to Workday the extent to which funds have been allocated for individual Order Forms throughout the term of the Agreement.

7. 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 will 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.

8. Assignment. In the event of an M&A assignment, the non-assigning party will 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 will 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 United States 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 will 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 Clause.
- 11. Publicity.** Except as set forth in this clause, Workday will 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 will not be classified as an advertisement but only identification as an entity who receives the Service from Workday. Workday will comply with Customer's trademark and logo usage guidelines if they are provided to Workday by Customer. For the avoidance of doubt, this clause does not prohibit Workday from referencing Customer's name in a verbal format. Individual Order Forms may have more expansive publicity rights.
- 12. FOR A FEDERAL OR SLED CUSTOMER ONLY: Governing Law.** The parties agree that notwithstanding the "Governing Law" clause of the MSA (currently Clause 10.7), the following will apply:

 - a. For a Federal Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto will be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by Federal Law is deleted and superseded by the forum or venue required by Law. If Workday believes a Federal Customer is in breach of the Agreement, Workday will pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes).
 - b. For a SLED Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto will be governed by the Laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located. 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 located in such state.
- 13. Order of Precedence:** The second sentence of MSA Clause 10.13, "Miscellaneous" is hereby replaced with the following: In the event of a conflict, the provisions of an Order Form will take precedence over provisions of this MSA as modified by the US Public Sector Addendum and any other exhibit or attachment with respect to the Service described on that Order Form, except that no terms in or attached to an Order Form shall modify clauses 5, 13, 15, and 17 of the US Public Sector Addendum unless the main body of the Order Form specifically states that such changes as apply to clauses 5 or 13 of the US Public Sector Addendum.

14. Definitions: A new definition is added to MSA Clause 11 as follows:

“US Public Sector Addendum” or “Public Sector Addendum” means the US Public Sector Addendum found at [REDACTED] as of the date of first Signature Document referencing this MSA if no US Public Sector Addendum is attached to the Signature Document, or the US Public Sector Addendum attached to the Signature Document, if one is attached. No portion of a clause labeled “FAQ” or “Frequently Asked Questions” is part of the US Public Sector Addendum.

15. Texas Prompt Payment Act Compliance. In addition to Section 1 of the Agreement, any applicable portions of Chapter 2251 of the Texas Government Code shall also apply.

16. Customer’s Right to Financial Audit. Workday agrees that Customer or its duly authorized representatives (so long as such representatives agree to confidentiality obligations at least as restrictive as those set forth herein) shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all financial books, documents, papers and records of Workday which are directly pertinent to verify Workday’s charges for the Service provided under any Order Form(s) issued under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Workday agrees that Customer shall have access during normal working hours to all necessary Workday facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give Workday reasonable advance notice of intended audits, and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday’s business operations. Customer will pay for all costs related to such audits. 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.

17. Governmental Liability. The parties expressly agree that nothing in this Agreement adds to or changes the applicable liability limits and immunities for Customer provided by the Texas Tort Claims Act, Chapter 101, Civil Practices and Remedies Code, or other applicable Laws. The parties expressly agree that, in the execution of this Agreement, the Customer shall not be deemed hereby to waive any applicable immunity or defense that would otherwise be available to the Customer against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable Laws.

18. Retrieval of Customer Content. The parties agree that Section 9.2 (Retrieval of Customer Content) in the MSA is hereby deleted and replaced in its entirety with the following:

Retrieval of Customer Content. Upon Customer’s written request made on or prior to expiration or termination of this Agreement (including any Transition Period), Workday will 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 and subject to Workday’s legal obligations, Workday has no obligation to maintain or provide any Customer Content and will, unless legally prohibited, delete Customer Content by deleting 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 will continue to protect the



Customer Content in accordance with this Agreement. Customer Content will be made available for retrieval through extraction in a machine-readable format as described in the Documentation.

- 19. Confidential Information.** The following sentence is hereby deleted from the definition of "Confidential Information" (currently Clause 11): "the negotiated terms, conditions and pricing of this Agreement (but not its existence or parties)."
- 20. Open Meetings Act.** The parties acknowledge that this Agreement will be adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch.551), as amended.

**ORDER FORM 00499060.0**

Customer Name	County of Williamson, TX
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 MSA found at [REDACTED]. The MSA is hereby amended through the entire MSA Term to add as an addendum the US Public Sector Addendum, which is attached hereto.
Product Terms	Service SKUs are subject to the applicable Product Terms available at [REDACTED] 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	October 28, 2025 through October 27, 2035
WSP Order Term	October 28, 2025 through October 27, 2028
Currency	USD
Total Fees	9,031,639
Tenant (or Instance as applicable) Base Name <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	wilco

Subscription Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Form Effective Date	222,689
2	Due on First anniversary of the Order Term start date	445,378
3	Due on Second anniversary of the Order Term start date	964,034
4	Due on Third anniversary of the Order Term start date	981,294
5	Due on Fourth anniversary of the Order Term start date	998,906
6	Due on Fifth anniversary of the Order Term start date	1,016,874
7	Due on Sixth anniversary of the Order Term start date	1,035,193
8	Due on Seventh anniversary of the Order Term start date	1,053,879
9	Due on Eighth anniversary of the Order Term start date	1,072,944
10	Due on Ninth anniversary of the Order Term start date	1,116,368
	Total Payment Amount	8,907,559

Training Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Form Effective Date	124,080
	Total Payment Amount	124,080

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise (incl. Former Workers with Access)
LDPHLP	Help - LDP	FSE*	Full Enterprise
LDPCCB	Cloud Connect for Benefits - LDP	FSE*	Full Enterprise
LDPBEN	Benefits - LDP	FSE*	Full Enterprise
LDPU SP**	Payroll for United States - LDP	FSE*	United States-based Employees
LDPLRN	Learning - LDP	FSE*	Full Enterprise
LDPCCLRN	Cloud Connect for Learning - LDP	FSE*	Full Enterprise
LDPREC	Recruiting - LDP	FSE*	Full Enterprise
LDPACM	Advanced Compensation Management - LDP	FSE*	Full Enterprise
LDPTLO	Talent Optimization - LDP	FSE*	Full Enterprise
LDPGM	Grants Management - LDP	FSE*	Full Enterprise
LDPFIN	Core Financials - LDP	FSE*	Full Enterprise
LDPPLNF	Financial Planning - LDP	FSE*	Full Enterprise
LDP PRA	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)
LDPPRJ T	Projects - LDP	FSE*	Full Enterprise
LDPEXP	Expenses - LDP	FSE*	Full Enterprise
LDPPRO	Procurement - LDP	FSE*	Full Enterprise
LDPCLM	Contract Lifecycle Management - LDP	Documents	Up to 2,000 Documents and Up to 5 Contract Lifecycle Management Custom AI Models
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 minus Former Workers with Access.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise (incl. Former Workers with Access)	2,358
Full Enterprise	2,355
United States-based employees	2,355

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	[REDACTED]		
Street Address City/Town, State/Region/County, Zip/Post Code, Country	710 Main Street Georgetown Texas 78626 United States	710 Main Street Georgetown Texas 78626 United States	710 Main Street Georgetown Texas 78626 United States
Phone/Fax #	N/A	N/A	N/A
Email (required)	[REDACTED]		
Internal Reference or PO #	[REDACTED]		
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	[REDACTED]	[REDACTED]	

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 Form Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by 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 [REDACTED]

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING FROM CUSTOMER A SIGNED COPY OF ORDER FORM (#499060) BY NO LATER THAN 5PM PST on October 28th, 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	2,350	100.0%	2,350
Part-Time Employees	0	25.0%	0
Associates	40	12.5%	5
Former Workers with Access	110	2.5%	3
Total FSE Count:	2,500		2,358

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”**.

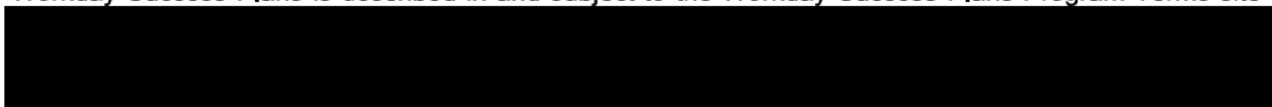


**3. Additional Metric Definition(s).
Additional Metric Definition Table.**

	Metric	Definition
LDPBRA	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).
LDPCLM	Documents	A Document is any non-identical file uploaded or stored to the application. Any file uploaded or stored to the application solely as an attachment using the in-application attachment functionality is not considered a Document and will not be counted against Customer’s Document Entitlement.
LDPBRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer’s PRA data catalog. These data rows are in addition to Customer’s existing Published Data Row entitlements under Customer’s PRA subscription and any other PRACU subscription(s). Published Data Rows are measured separately for each Tenant (or Instance as applicable).
LDPCLMAM	Custom AI Models	A Custom AI Model is an X-Ray model published within the application. Once published, each Custom AI Model is perpetually counted against the Customer’s Custom AI Model Subscription Rights, even if the model is later suspended or deleted. Modification or re-publication of a published Custom AI Model will not be considered a publication of a new Custom AI Model and will not be counted against Customer’s Custom AI Model Subscription Rights.

4. Workday Success Plans Additional Terms.

Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site



██████████ 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 414,979, 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 ██████████ 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	300.84
LDPUSP	32.52
LDPHCM	52.54
LDPBEN, LDPCCB	10.22

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
LDPCLM	Each increment of 1,000 additional Documents	19,570
LDPCLMAIM	Each increment of 10 additional Contract Lifecycle Management Custom AI Models	13,333

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, 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
LDPPRACU	Each increment of 10M Additional Published Data Rows	20,400

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

The “**Base Subscription Fee**” is \$972,167. 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 defined herein. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Annual Renewal Subscription Fees are valid only if Customer’s Base Subscription Fee plus any annualized fees for Workday Success Plan is equal to or greater than the Base Subscription Fee defined herein. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

7. Additional Definitions (as applicable).

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

“**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure.

8. Additional Scope of Use Terms.

Prism Analytics. 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/Referenceability.

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 and with prior written consent by Customer.

10. Option to Acquire Additional SKUs

Within 24-months of this Order Effective Date (the “Option Expiration Date”), Customer may acquire a subscription for the specific SKU(s) as set forth below. Any standard applicable terms for the SKU(s) acquired will apply. If Customer elects to exercise its option under this section, Customer must provide Workday with written notice by the Option Expiration Date. Workday will provide a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Pricing Metric	Subscription Rights	Annual Fee per FSE Worker
LDPAM	Absence Management - LDP	FSE	Full Enterprise*	4.80
LDPCS	Candidate Engagement - LDP	FSE	Full Enterprise*	8.69
SKU	Service	Pricing Metric	Subscription Rights	Annual Subscription Fee
LDPSRCEXP	Strategic Sourcing Expert - LDP	Users	Up to 20 Users	85,531
LDPMSG	Messaging - LDP	Messages	Up to 100,000 outbound and inbound messages	6,724

*Customer understands that the Baseline FSE Worker Count stated for the Subscription Rights are subject to increase in accordance with the Growth and Expansion section herein

**Customer understands that acquiring new SKUs is subject to additional WSP fees, as stated in 4. Workday Success Plans Additional Terms, herein.





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).
Help - LDP	Human Capital Management	Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases.
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.
Cloud Connect for Learning - LDP	Talent Management	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning.
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.
Advanced Compensation Management - LDP	Human Capital Management	Advanced Compensation Management supports the management of merit, stock and bonus processes; supports the use of steps; and the definition of compensation performance factors. It also enables the management of reimbursable allowance plans.
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.
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.
Core Financials - LDP	Financial Management	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. 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.
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 Reporting and	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.
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.
Contract Lifecycle Management - LDP	Contract Management and Document Intelligence	Contract Lifecycle Management enables customers to manage and track contracts from creation and ingestion through contract signature by providing templating, workflow management, authoring, redlining, and approval capabilities along with integrations to digital signing providers. Contract Lifecycle Management enables customers to extract data from created or ingested documents by providing a user interface, search capabilities, analytics, and custom AI models to assist with data extraction and analysis.

As of the Order Form Effective Date, the Contract Intelligence and Contract Lifecycle Management Service SKUs are offered only from U.S. data centers, until such time as the SKUs can be provided from EMEA data centers.



TRAINING ADDENDUM

Customer Name	County of Williamson, TX
Training Terms	The Training Addendum is subject to the Training Terms located at [REDACTED], which are incorporated herein by reference.
Training Credit Order Term	18 Months from the Order Form Effective Date

SKU	Training Offering	Quantity
TC	Training Credits	188

Bulk Training Credit Rates.

The following rates apply to the bulk purchases made within the 12-month period following the Order Form 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.

