



**ORDER FORM # 00362647.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)
(RENEWAL OPTION)**

Customer Name	City of Vancouver, WA
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	August 15, 2017
Order Effective Date	August 25, 2022
Order Term	August 25, 2022 through August 24, 2027
Order Term in Months	60
Currency	USD
Total Subscription Fee	3,549,884

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	709,977
2	Due on first anniversary of the Order Term start date	709,977
3	Due on second anniversary of the Order Term start date	709,977
4	Due on third anniversary of the Order Term start date	709,977
5	Due on fourth anniversary of the Order Term start date	709,976
	Total Payment Amount	3,549,884

Base Renewal Subscription Fee for Order Term (pursuant to the terms of Order Form #128301)

SKU	Service	Baseline FSE Workers	Subscription Fee
HCM	Human Capital Management	1,188	3,399,920
CCB	Cloud Connect for Benefits	1,183	
USP	Payroll for United States	1,183	
LRN	Learning	1,183	
CCLRN	Cloud Connect for Learning	1,183	
REC	Recruiting	1,183	
FIN	Core Financials	1,183	
GM	Grants Management	1,183	
PLN	Planning	1,183	
PRJT	Projects	500	
TT	Time Tracking	1,183	
EXP	Expenses	1,183	
PRO	Procurement	500	
INV	Inventory	500	
WSP	Workday Success Plan – Enhanced		

Fees for Growth during Order Term (continued on the next page)

SKU	Service	Permitted FSE Workers			Subscription Fees	
		Start	Added	New	Annual Rate	Total
HCM	Human Capital Management	1,188	69	1,257	88.93	30,680
CCB						
USP						
TT						



EXP		1,183	67	1,250	356.06	119,280
FIN						
GM						
PLN						
REC						
LRN						
CCLRN						

Subscription Rights Table

SKU	Service	Pricing Metric	Subscription Rights
WSP	Workday Success Plan – Enhanced	% of Fee	WSP - Enhanced

Workday Success Plan.

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-program-terms.pdf>) and subject to the terms of the Workday Customer Experience Program Addendum (<https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.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 average Subscription Fees during the Order Term. If Customer purchases additional SKU(s) during the Order Term, an additional fee equal to 10% Subscription Fees of the new SKU(s) will be added for the Workday Success Plan to the new Order Form. The Workday Success Plan fees assessed in this Order Form, in the amount of 418,500, represent fees associated with the SKU(s) purchased under this Order Form, and any other in effect Order Forms as of the Order Term Start Date, if applicable.

Annual Subscription Fee per Additional FSE Worker by SKU during Order Term

HCM	88.93
PRJT, INV, PRO (combined)	124.50
CCB, USP, TT, EXP, FIN, GM, PLN, REC, LRN (combined)	356.06

Customer Contact Information	Billing, In Care of
Contact Name	Scott Cooley
Street Address	City Hall 415 W. 6 th Street
City, State, Zip Code	Vancouver, WA 98660
Country	United States
Phone/Fax #	(360) 487-7664
Email (required)	scott.cooley@cityofvancouver.us

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Order Form #128301. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com. The Planning Service as set forth in this Order Form can be used with certain optional downloadable software components, such as OfficeConnect (“Downloadable Components”) that are described in the Planning Documentation. The tax for Downloadable Components will be separately presented on your invoice based on a valuation attributed to the Downloadable Components. For the avoidance of doubt, the breakout of pricing for such Downloadable Components is for tax purposes only and cannot be excluded from the package.



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

City of Vancouver, WA

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Planning Additional Terms and Conditions (“**Planning Terms**”) supplement and amend the Master Subscription Agreement (“**MSA**”) only for the Planning SKU(s) listed on this Order Form (“**PLNSKU**”) and do not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the MSA. Once executed, this Order Form will supersede and replace any prior Subscription Agreement or Order Form related to a planning SKU between Customer and either Workday or Adaptive Insights.

1. **Documentation.** The Documentation for PLNSKU (<https://knowledge.adaptiveplanning.com/Administration>) applies in lieu of any other Workday Documentation.
2. **Support.** Support (<https://www.adaptiveinsights.com/legal/contract-terms-and-conditions>) for PLNSKU is provided as set forth in the Planning SLA. The Workday SLA does not apply to PLNSKU.
3. **Planning Instances and Administrators.**
 - (a) PLNSKU uses Planning Instances for Customer Data rather than Customer’s Tenant. A “**Planning Instance**” is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer’s Planning Instance consistent with the Tenant deletion terms in the MSA.
 - (b) PLNSKU uses Administrators. “**Administrators**” mean those Authorized Party users who are designated by Customer to have administrative rights to Customer’s account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.
4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (<https://www.adaptiveinsights.com/legal/contract-terms-and-conditions>) shall govern PLNSKU. For purposes of clarification, the Categories of Data in Addendum A to the Universal Data Processing Exhibit shall not include any Protected Information. Workday’s EU Access Policy does not apply to PLNSKU. The Planning Service SKU described in the Order Form is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit. Workday’s Binding Corporate Rules do not apply to PLNSKU.
5. **Subprocessor List.** “**Subprocessor List**” means the list (https://knowledge.adaptiveplanning.com/More_Resources/Policies_at_Adaptive_Insights/Subprocessors_-_Adaptive_Insights) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU. Prior to authorizing any new Subprocessor to Process Personal Data for PLNSKU, Workday shall provide notice to Customer by updating the Subprocessor List.
6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Adaptive Insights (“**Planning SOC2**”).
 - (a) For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. The Planning SOC2 will no longer be completed once it is covered by the Workday SOC 2 audit report.
 - (b) PLNSKU is not covered under any other Workday existing audit reports or ISO certifications.
 - (c) Customer agrees that the Planning SOC2 will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with the Universal Data Processing Exhibit, or an audit related to PLNSKU, such information and/or audit shall be made available in accordance with the most current version of the optional Workday Customer Audit Program.

7. **Protected Information.**

- (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.
- (b) **“Protected Information”** means (i) patient medical or other health information as described in the Health Insurance Portability and Accountability Act or similar U.S. or foreign laws and regulations; (ii) Cardholder Data, as that term is defined in the Payment Card Industry data security standards; (iii) information subject to regulation by the Gramm-Leach-Bliley Act; or (iv) special categories of personal data as described in Article 9 of the General Data Protection Regulation.