



ORDER FORM # 00378962.0

| | |
|-----------------------------|--------------------------------------------------------------------|
| Customer Name | City of Gainesville |
| Workday Entity Name | Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588 |
| MSA Effective Date | March 29, 2019 |
| Order Effective Date | The later of the dates of the parties' signatures below |
| Currency | USD |
| Total Training Fees | 155,000 |

| Payment # | Payment Due Date | Payment Amount |
|-----------|--------------------------------------------------------------------|----------------|
| 1 | Due in accordance with the MSA, invoices upon Order Effective Date | 155,000 |
| | Total Due | 155,000 |

| SKU | Training Offering | Price Per TC | Quantity | Training Fees |
|-----|----------------------------|--------------|----------|---------------|
| TC | Training Credits (prepaid) | 620 | 250 | 155,000 |

| Customer Contact Information | | Billing, In Care of | |
|---------------------------------------|--|------------------------------|--|
| Contact Name | | David Duda | |
| Street Address | | 200 East University Ave. | |
| City/Town, State/Region Zip/Post Code | | Gainesville, FL 32601 | |
| Country | | USA | |
| Phone/Fax # | | (352) 393-7929 | |
| Email (required) | | dudadp@cityofgainesville.org | |

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

The remainder of this page is intentionally left blank. Signature page follows.



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”**, defined above.

City of Gainesville

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



ADDENDUM A ADDITIONAL ORDER FORM TERMS – TRAINING

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA. In the event of a conflict between the terms of this Order Form and the terms of the MSA, the terms of this Order Form shall prevail with respect to the terms hereof.

1. **Training Terms.** The Training Credits purchased under this Order Form may be utilized for any courses identified in Workday’s training catalog (the “Training Catalog”) as eligible to be purchased with training credits (“TC-eligible Courses”) that start on or after the Order Effective Date and end on or before eighteen (18) months from the Order Effective Date. The manner of delivery of TC-Eligible Courses is set forth in the Training Catalog. The number of Training Credits required for an attendee to attend a specific TC-eligible Course are set forth in Workday’s current training catalog. Each attendee must be registered to attend each course. If Customer elects to register for any training course(s) without an adequate prepaid Training Credit balance, the Workday list prices set forth in the Training Catalog will apply. Any Customer request for a cancellation of a course enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled course start date. Cancellation requests received less than seven (7) calendar days prior to the scheduled course start date will not be honored and the applicable Training Credits will be deducted from Customer’s balance.
2. **Training Credit Bulk Purchase Option.** Under this Order Form, Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepaays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. If Customer elects to purchase training courses without using Training Credits, such purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

| 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 |

3. **Dedicated Training Terms.** Customer may request to schedule Workday instructor-led training offerings as a dedicated training course provided only to Customer’s attendees (“**Dedicated Training**”). Dedicated Training is subject to Workday’s availability and approval and the additional terms in this Section. The minimum and maximum number of students for any Dedicated Training is thirteen (13) minimum and twenty (20) maximum. Fees for Dedicated Training will equal the number of attendees multiplied by the applicable per-attendee student price or Training Credit value of the training course as set forth in the Training Catalog. If Customer does not use Training Credits purchased prior to the Dedicated Training start date, Workday will invoice Customer for the training fees following the training. If Customer and Workday expressly agree in writing to deliver the Dedicated Training at Customer’s site, in addition to the applicable fees or Training Credits for the Dedicated Training, Customer will reimburse Workday for the reasonable and actual travel and living expenses incurred by the instructor(s) following the Dedicated Training. Any Customer request to cancel a Dedicated Training received less than fourteen (14) full calendar days from the scheduled start of the course is subject to a cancellation fee of 50% of the price of the course for thirteen (13) attendees as well as reimbursement for any non-refundable travel expenses incurred by the instructor(s).



- 4. Miscellaneous Training Terms.** Workday training is for use by Customer employees and independent contractors only and for purposes consistent with the MSA. In no event will Customer allow other third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. Customer will pay for all training courses taken under Customer's account (included courses not timely cancelled). Workday may utilize external systems for learning management, enrollment, course tracking, and to facilitate testing. Customer understands that any such system is not part of the Workday Service, although Workday's confidentiality obligations shall apply.