



of which is acknowledged by the Parties.

2. **Scope of Services.** Subject to this Addendum, PTG will render Services to County as described in Exhibits A and B; and in accordance with the requirements and specifications of DIR Contract. No. DIR-TSO-4242. Further statements of work, change orders and order forms may be entered into under this Addendum as mutually agreed upon by the Parties.
3. **Payment; Non-appropriation; Taxes.**
  - a. Payment shall be made by County within thirty (30) days of receipt of invoice pursuant to Section 8.3 of Appendix A of the DIR Contract.
  - b. PTG may submit invoice(s) electronically in a form acceptable to County via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). Invoice terms and conditions shall be handled pursuant to Section 8.2 of Appendix A of the DIR Contract.
  - c. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request. Interest resulting from late payments by County shall be governed by Chapter 2251, TEXAS GOVERNMENT CODE. County reserves the right to withhold payment pending verification of satisfactory work performed.
  - d. Termination for non-appropriation by Fort Bend County shall be pursuant to Section 11.2.1.1 of Appendix A of the DIR Contract.

Travel expenses and reimbursement terms shall be governed by Section 8.5 of the Appendix A of the DIR Contract and 2.2 of the Services Agreement for Workday Technical Services under the Agreement. Receipts evidencing travel related expenditures made by PTG or PTG's subcontractors shall be submitted to the County Auditor's Office:

Fort Bend County Auditor  
Attn: Robert Ed Sturdivant  
301 Jackson Street, Suite 701, Richmond, TX 77469

4. **Limit of Appropriation.** PTG clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement as contemplated by this Section 4, that County shall have available the total maximum sum of Seven Million, Nine Hundred Seven Thousand, and Seven Hundred Forty-Seven and 00/100 dollars (\$7,907,747.00). PTG does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement as contemplated by this Section 4, that the total maximum compensation that PTG may become entitled to and the total maximum sum that County may become liable to pay to PTG shall not under any conditions, circumstances, or interpretations thereof exceed Seven Million, Nine Hundred Seven Thousand, and Seven Hundred Forty-Seven and 00/100 dollars (\$7,907,747.00). In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the Parties. Notwithstanding the foregoing, additional fees may be incurred and owed to PTG pursuant to the Agreement and the parties agree that the maximum sum contemplated by this Section 4 is exclusive of travel expenses and other additional fees that

may be incurred pursuant to the Agreement, including additional documents contemplated by the Agreement, including but not limited to change orders and additional order forms.

5. **Public Information Act and Open Meetings Act.** PTG expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by PTG shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement and this Addendum are not proprietary or confidential information.

PTG expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act in relation to the Agreement and this Addendum.

6. **Indemnity.** The Parties agree that under the Constitution and laws of the State of Texas, County cannot enter into an agreement whereby County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding or saving harmless PTG or any other party for any reason are hereby deleted.
7. **Applicable Law; Arbitration; Attorney Fees.** The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The Parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. County does not agree to submit disputes arising out of the Agreement to binding arbitration. Therefore, any references to binding arbitration or the waiver of a right to litigate a dispute are hereby deleted. County does not agree to pay any and/or all attorney fees incurred by PTG in any way associated with the Agreement.
8. **No Waiver of Jury Trial.** The County does not agree that all disputes (including any claims or counterclaims) arising from or related to this Agreement shall be resolved without a jury. Therefore, any references to waiver of jury trial are hereby deleted.
9. **Certain State Law Requirements for Contracts.** The contents of this Section are required by Texas Law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, PTG hereby verifies that PTG and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- a. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
  - b. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PTG does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
  - c. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PTG does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
  - d. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, PTG does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
10. **Modifications and Waivers.** The Parties may not amend or waive this Agreement, except by a written agreement executed by both Parties. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the Parties, operates as a waiver or estoppel of any right, remedy, or condition. Except as agreed upon under the Agreement, the rights and remedies of the Parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.
11. **Human Trafficking.** BY ACCEPTANCE OF CONTRACT, PTG ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
12. **Use of Customer Name.** PTG may use County's name without County's prior written consent only in any of PTG's customer lists, any other use must be approved in advance by County.
13. **Limitations.** Limitations for the right to bring an action, regardless of form, must be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code

§ 16.070, as amended, and any provision to the contrary is hereby deleted.

14. **Incorporation by Reference.** The terms of the DIR Contract DIR-TSO-4242, as amended, is hereby be incorporated herein by reference. The terms of the Workday Launch Deployment Technical Services Statement of Work, Services Agreement for Workday Technical Services, Order Form# P00365682.0, Order Form #P366928 (collectively the "Agreement"), attached hereto as Exhibit "A", is hereby incorporated herein by reference.
15. **Conflict.** In the event there is a conflict between this Addendum and Exhibit A, then Exhibit A controls. The Parties acknowledge that areas of the Exhibit A include terms relating to conflicts, which shall govern as applicable. In the event there is a conflict between this Addendum and the terms and conditions of DIR Contract No. DIR-TSO-4242, then the terms and conditions of DIR Contract No. DIR-TSO-4242 controls.
16. **Understanding, Fair Construction.** By execution of this Addendum, the Parties acknowledge that they have read and understood each provision, term and obligation contained in this Addendum. This Addendum, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting party than the nondrafting party.
17. **Inspection of Books and Records.** PTG will permit County, or any duly authorized agent of County, at County's expense, to inspect and examine the books and records of PTG for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four (4) years.
18. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.
19. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as the use of manual signatures.
20. **County Data.** Nothing in the Agreement will be construed to waive the requirements of § 205.009 of the Texas Local Government Code. For the avoidance of doubt, County owns all right and title to its data under this Agreement. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.
21. **Assignment and Delegation.**
  - 21.1. Neither Party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger,

consolidation, dissolution, operation of law, or any other manner.

- 21.2. Neither Party may delegate any performance under this Agreement. The foregoing shall not be construed to indicate any restriction upon PTG's resale of the Workday Service, Technical Services and Ancillary Services.
  - 21.3. Any purported assignment of rights or delegation of performance in violation of this Section is void.
  - 21.4. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.
22. **Successors and Assigns.** County and PTG bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.
  23. **Limitation of Liability.** Pursuant to Section 10.12 of the DIR Contract DIR-TSO-4242, PTG and Fort Bend County agree to a limitation of liability of two times the total value of a Purchase Order, the value including all amounts paid and amounts to be paid over the life of a Purchase Order to PTG by County as described in a Purchase Order issued hereunder. The limitation of liability does not apply to: claims of bodily injury, violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the DIR Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation. Fort Bend County agrees that it shall include this term in a Purchase Order issued hereunder. For purposes of this Section 22 of the Addendum, the term "Purchase Order" shall mean the defined term, "Purchase Order," in Section 3.9 of Appendix of the DIR Contract.
  24. **Personnel.** If County has concerns regarding the behavior or quality of work of PTG or PTG's subcontractor's personnel assigned to the Project, including personnel from Workday, Inc., County shall document and bring such concerns to the attention of PTG. PTG shall take reasonable measures to resolve such concerns unless such concerns would be illegal if applied to County's own personnel. PTG will report its intended resolution to County. County recognizes that removal of PTG or PTG's subcontractor's personnel may impact schedule and critical milestones because it may not be possible to find an immediate replacement. If PTG agrees that replacement of personnel is appropriate, it will not charge County for the number of hours needed to familiarize the replacement with the Project.
  25. **Compliance with Laws.** PTG shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, PTG shall furnish County with certification of compliance

with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**26. Intentionally Omitted.**

**27. Termination.**

27.1. Termination for Convenience. TERMINATION FOR CONVENIENCE RIGHTS SHALL BE GOVERNED BY SECTION 3 OF AMENDMENT 2 OF THE DIR CONTRACT (8.G. - AMENDING SECTION 11.2.3, "TERMINATION FOR CONVENIENCE").

27.2. TERMINATION FOR CAUSE RIGHTS SHALL BE GOVERNED BY SECTION 3 OF AMENDMENT 2 OF THE DIR CONTRACT (8.H. - AMENDING SECTION 11.2.4.2, "PURCHASE ORDER").

**28. Intentionally Omitted.**

29. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall PTG release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

30. **Further Assurances.** Each Party further agrees that it shall take any and all necessary steps and sign and execute any and all necessary documents or agreements required to implement the terms of the Agreement of the Parties contained in this contract, and each Party agrees to refrain from taking any action, either expressly or impliedly, which would have the effect to prohibiting or hindering the performance of the other party to this Agreement.

**31. Intentionally Omitted.**

32. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

33. **Insurance.** Insurance terms shall be governed by 10.15 of Appendix A of the DIR Contract.

34. **Survival.** The County finds that the survival of the Subscription Order Form beyond five years after the term of DIR-TSO-4242 is justified and necessary due to the fact that this is a long-term investment in the County's ERP Solution, the County receives lower pricing for a longer term of the order, and that by making use of this approach the County avoids renewals at a higher price over the term of the order. This express finding and justification is included herein for purposes of satisfying the requirements of Section 4.5 "Survival" of Amendment Number 2 To Contract Number DIR-TSO-4242 between State of Texas, acting

by and through the Department of Information Resources and Precision Task Group, Inc.

35. **Remote Access Acknowledgement.** PTG acknowledges that remote access to County Systems is not needed for PTG to perform any Services pursuant to this Agreement. Should the Parties later determine that PTG needs remote access to County Systems to perform any required Services, PTG will comply with the security requirements of County concerning remote access to County Systems, as provided in writing by County to PTG.

For purposes of this Section, "County Systems" means any: (i.) computer programs, including, but not limited to, software, firmware, application programs, operating systems, files and utilities residing on computer equipment owned or operated by County; (ii.) data and/or media residing on computer equipment owned or operated by County; (iii.) County equipment, hardware, servers, and/or devices; and/or (v.) network(s) owned or operated by the County. In addition, to the extent that Workday is provided with supporting documentation for such computer programs, including, without limitation, input and output formats, program listings, narrative descriptions and operating instructions, such supporting documentation shall be considered Confidential Information of the County. For clarity, there is no "remote access" involved when the County's data is provided to Workday by the County through a Workday-run secure upload mechanism such as Workday's virtual clean room or Secure File Transfer Protocol; when the County connects to the Service through the Internet; or when the County initiates and controls the connection.

36. **Additional Terms and Conditions.** Pursuant to the DIR Contract's Section 7.D. and its Appendix A's Section 4.2, this Addendum may include additional terms and conditions.

37. **Notices.**

- 37.1. Each Party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- 37.2. Each Party giving a Notice shall address the Notice to the receiving Party at the address listed below or to another address designated by a Party in a Notice pursuant to this Section:

County: Fort Bend County Information Technology Department  
Attn: Information Technology Director  
301 Jackson Street  
Richmond, Texas 77469

With a copy to: Fort Bend County  
Attn: County Judge  
301 Jackson Street  
Richmond, Texas 77469

Contractor: Precision Task Group, Inc.  
Attn: General Counsel9801  
Westheimer #803  
Houston, Texas 77042

37.3. A Notice is effective only if the Party giving or making the Notice has complied with subsections 37.1 and 37.2 and if the addressee has received the Notice. A Notice is deemed received as follows:

37.3.1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.

37.3.2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

(Execution Page Follows)

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IN WITNESS WHEREOF, this Addendum is signed, accepted, and agreed to by all Parties by and through the Parties or their agents or authorized representatives. All Parties hereby acknowledge that they have read and understood this Addendum and the attachments and exhibits hereto. All Parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Michael Baudler  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

CFO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

July 13, 2023  
\_\_\_\_\_  
Date

REVIEWED:  
  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

**AUDITOR'S CERTIFICATE**

I hereby certify that funds in the amount of \$\_\_\_\_\_ are available to pay the obligation of Fort Bend County within the foregoing Agreement.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

Exhibit A: PTG's Workday Launch Deployment Technical Services Statement of Work, Services Agreement for Workday Technical Services, Order Form# P00365682.0, Order Form #P366928

# Exhibit A



# **Workday Launch Deployment**

Technical Services  
Statement of Work  
Under DIR-TSO-4242

Prepared for:

County of Fort Bend  
May 3, 2023

**Signature Document**

<b>Statement of Work #</b>	SOW # P373005
<b>Customer Name</b>	County of Fort Bend (" <b>Customer</b> ")
<b>Reseller Name</b>	Precision Task Group, Inc. (" <b>Reseller</b> ")
<b>Workday Entity Name</b>	Workday, Inc. 6110 Stoneridge Mall Road, Pleasanton, CA 94588, United States (" <b>Workday</b> ")
<b>Master Contract</b>	DIR-TSO-4242 (" <b>Agreement</b> ")
<b>Agreement Effective Date</b>	December 14, 2019
<b>Name of Technical Services Agreement under Agreement</b>	Appendix D, Technical Services Agreement for Workday Services (" <b>TSA</b> ")
<b>TSA Effective Date</b>	See the TSA/Signature Document executed herewith
<b>SOW Effective Date</b>	As of the later of the dates beneath the parties' signatures below
<b>Currency</b>	USD
<b>Project Name</b>	Fort Bend County HCM / Planning Project (" <b>Project</b> ")

<b>Customer Contact Information</b>	<b>Billing Contact</b>	<b>Project Contact</b>
<b>Contact Name</b>	Robyn Doughtie	Robyn Doughtie
<b>Street Address City/Town, State/Province/Region Zip/Postal Code Country</b>	301 Jackson St Richmond, TX 77469 United States	301 Jackson St Richmond, TX 77469 United States
<b>Phone/Fax #</b>	Phone: 281.341.4574	Phone: 281.341.4574
<b>Email (Required)</b>	Robyn.Doughtie@fortbendcountytexas.gov	Robyn.Doughtie@fortbendcountytexas.gov

<b>Primary Location(s) for Onsite Work (if applicable)</b>	
<b>Street Address City/Town, State/Province/Region Zip/Post Code Country</b>	500 Liberty Street Richmond, TX 77469 United States

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Technical Services

By executing this SOW ("**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 July 31, 2023 ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, PTG has the right to rescind the offer, in which case this SOW is null and void. Neither party shall have any obligation to the other party hereunder until the TSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable exhibits have the same meaning as set forth in the TSA or in the primary Workday Service Order Form(s) (inclusive of its addenda, exhibits and Appendix 1 SA) between the parties (the "**MSA**"), as applicable.

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

\_\_\_\_\_  
 KP George, County Judge

  
 \_\_\_\_\_  
 Authorized Agent – Signature

\_\_\_\_\_  
 Date

Michael Baudler  
 \_\_\_\_\_  
 Authorized Agent- Printed Name

ATTEST:

CFO  
 \_\_\_\_\_  
 Title

\_\_\_\_\_  
 Laura Richard, County Clerk

July 13, 2023  
 \_\_\_\_\_  
 Date

REVIEWED:

  
 \_\_\_\_\_  
 Human Resource Office

  
 \_\_\_\_\_  
 Information Technology Office

## Appendix 1 SOW Terms

**1. General.** Customer and Reseller have executed this Statement of Work (including the Signature Document and the Attachments, this “SOW”) as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the TSA between Customer and Reseller. In the event of a conflict between the terms of this SOW and the terms of the TSA, the terms of this SOW shall prevail with respect to the subject matter hereof. Except as specifically provided otherwise herein, this SOW is non-cancelable and non-refundable.

**2. Technical Services and Scope.** This SOW describes the Technical Services that Workday, as a subcontractor of Reseller, shall perform for Customer, as well as any Deliverables, Project milestones, estimated duration, pricing, methodology, and/or payment schedules applicable to the Project. Any Technical Services, Deliverable, feature, or functionality not expressly identified in this SOW falls outside the scope of this SOW or the Project. If Customer wishes to secure additional Technical Services not included in the scope of this SOW; change the Technical Services, scope, or responsibilities of the Project; or for other reasons as may be set forth in the applicable SOW, Reseller shall provide a separate statement of work for additional services or a Change Order to this SOW. Reseller shall have no obligation to perform additional services or provide deliverables that are not described in this SOW unless and until an acceptable Change Order and/or separate statement of work is executed by both parties. Upon execution, any Change Order is incorporated into this SOW.

**3. Issue Escalation and Delays.** To help avoid Project delays, the parties are jointly responsible for escalating and resolving issues. The parties shall work to resolve issues in a reasonable and good faith manner to minimize impacts to the Project’s timeline and costs. The Project team shall escalate any issues that it cannot rectify to the Customer Project Manager and the Workday Engagement Manager. This section shall not prevent or delay either party from pursuing any other remedies available to such party.

**4. Certain Customer Defaults.** If Customer repeatedly fails to perform its obligations under the TSA or this SOW resulting in the inability of Workday to meet its obligations and time frame commitments hereunder, or it is reasonably determined that the information provided by Customer, or lack thereof, to Workday is materially inaccurate or incomplete (either, a “Customer Default”), then in addition to any other rights or remedies available to it has under this SOW, the TSA, at law, or in equity, and without liability to Customer, Reseller has the right to suspend its performance of Technical Services or terminate this SOW on thirty (30) days’ notice. Within the notice period, the parties may elect (but shall not be required) to negotiate in good faith and execute a separate statement of work or a Change Order to this SOW covering any additional Technical Services that Workday is reasonably required to perform as a result of any Customer Default; provided, however, that (i) Reseller has the right to proceed with the suspension or termination if the parties do not execute a separate statement of work or a Change Order within the mutually agreed period, and (ii) Reseller shall not be required to negotiate or execute a separate statement of work or a Change Order more than one time.

### **5. Termination.**

**5.1** Either party may terminate this SOW for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) 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.

**5.2** Unless either party terminates this SOW in accordance with the TSA or the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Technical Services performed hereunder, (ii) the termination of the TSA, 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 shall not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

**5.3** Upon termination of this SOW, Workday shall immediately cease performance of all Technical Services hereunder and Customer shall pay Reseller within thirty (30) days after the effective date of termination for all Technical Services performed by Workday (including partially completed services) and associated T&E up to the cessation of the Technical Services. Upon termination, to the extent that Workday has partially completed a

milestone or Deliverable for which completion is required to receive payment, Customer shall pay to Reseller a pro rata portion of the relevant milestone or Deliverable payment based on Technical Services performed by Workday up to the effective date of termination, as a percentage of the total Technical Services required to perform the entire milestone or Deliverable, as well as any other expenses that Workday is not able to reasonably mitigate. Upon receipt of Customer's payment, Reseller shall 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. Reseller shall refund Customer any excess prepaid fees for the affected Technical Services that were not performed prior to the effective date of termination.

## **6. Processing and Security of Personal Data.**

**6.1** If the Security Exhibit between the parties does not expressly apply to Technical Services, and for all Technical Services provided with respect to Workday Adaptive Planning and Workday Strategic Sourcing, the Workday Universal Security Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> shall apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Technical Services, and for all Technical Services provided with respect to Workday Adaptive Planning and Workday Strategic Sourcing, the Workday Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> shall apply to the processing of Personal Data as part of the Technical Services performed by Workday.

**6.2** To facilitate communication between Customer and Workday under this SOW, the parties may use one or more third-party project management and/or collaboration tools that are not authorized Subprocessors of Workday. From time to time, Workday or Customer personnel may input limited content from Customer's Tenant and/or File Transfer Server folder into these tools. The parties will make reasonable efforts to limit such content to non-sensitive personal data and as necessary for support purposes. Any data, screenshots, or other information entered into such tool is not considered Covered Data, Customer Data, or Technical Services Data. Accordingly, Customer acknowledges that data transmitted into such tools is not subject to Customer's data processing terms or security terms, but will still be protected as Customer's Confidential Information under the terms of the TSA.

**7. Deletion of Technical Services Data.** If the deletion of Technical Services Data is not expressly addressed in Customer's TSA, this Section shall apply. Workday shall delete the Technical Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday shall not be required to remove copies of the Technical Services Data 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 Technical Services Data in accordance with the TSA until deleted.

**8. Assumptions and Conditions.** The performance, fees, and any timeline for each Project are based on the assumptions and conditions set forth in this SOW, including the following:

**8.1** Workday and Customer shall actively participate in their respective required Project activities.

**8.2** Customer shall make knowledgeable resources available for all virtual and in-person sessions and meetings in a timely manner.

**8.3** Customer is responsible for the timely coordination of internal resources and external vendors necessary to timely perform all required activities in this SOW and any mutually agreed Project Plan.

**8.4** Workday shall perform all Technical Services for the Project during common business hours in the location where they are performed, excluding holidays as observed by the parties.

**8.5** Workday shall perform all Technical Services remotely unless expressly set forth in this SOW. Customer shall pay T&E, if applicable, in accordance with the Agreement and TSA.

**8.6** Customer shall assign an experienced Project Manager to manage Customer's obligations hereunder.

8.7 All stages, collateral and meetings shall be written and executed in, and all communications under or in connection with the Project to which this SOW applies, shall be, in the English language. Any translation into any other language will be at the discretion and cost of Customer.

## 9. Definitions.

“**Change Order**,” if not otherwise defined in the TSA, 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 Technical Services to be performed by Workday pursuant to a SOW.

“**File Transfer Server**” means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Technical Services Data between Customer and Workday for deployment purposes.

“**Technical Services Data**,” if not otherwise defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the TSA for the purpose of being input into the Service, or Customer Data accessed within or extracted from Customer’s Tenant to perform the Technical Services.

“**Project Plan**” means the mutually agreed, written plan describing the configuration, deployment, and timeline of the Project to deploy, as set forth in the applicable SOW, the Service, and/or Workday Adaptive Planning Service for Customer.

“**T&E**” means travel and other expenses incurred by Workday in connection with the provision of the Technical Services.

“**Workday Adaptive Planning Service**” (fka Adaptive Insights Service) means the online Workday Adaptive Planning service purchased by Customer from Reseller.

“**Workday Strategic Sourcing**” (fka Scout) means the online Workday Strategic Sourcing service purchased by Customer from Reseller.

**Appendix 2  
Financial Terms – Fixed Fee**

**1. Fixed Fee Payment Structure.**

Workday, as a subcontractor to Reseller, shall perform the Technical Services and provide Deliverables under this SOW based upon the total Technical Services Fees and the invoice schedule set forth below:

Invoice Number	Invoice Date	Invoice Amount
Payment 1	SOW Effective Date	\$264,881
Payment 2	December 1, 2023	\$450,298
Payment 3	August 16, 2024	\$266,471
Total Payments		\$981,650*

\*The Total Technical Services Fees do not include T&E.

The table set forth above shall not be changed without entering into an amendment or Change Order to this SOW that has **been executed by the parties.**

**2. Invoicing and Payment.**

2.1 Customer shall pay all invoices in the currency indicated on the Signature Document. In addition, Reseller shall invoice Customer for any T&E incurred under this SOW on a monthly basis.

2.2 All fees due under this SOW (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Reseller shall send all Customer invoices electronically (by email or otherwise) and Customer shall be deemed to have received the invoice the next business day following transmission by Reseller unless Reseller receives a bounce back or automated response that the email was not delivered successfully. Customer shall provide Reseller with complete and accurate billing contact information including a valid email address. Upon Reseller's request, Customer shall make payments via electronic bank transfer.

2.3 Customer shall direct all remittance advice and invoice inquiries via email to [accounting@ptg.com](mailto:accounting@ptg.com).

**3. Fees and Timelines.**

3.1 The Technical Services Fees above are based on the fixed scope and Project timeline set forth in this SOW, as well as Workday's experience with similar projects, the accuracy and completeness of the information provided by Customer as of the Effective Date, and Customer's timely performance of its obligations under this SOW.

3.2 The parties shall use good faith efforts to negotiate a mutually agreed amendment or Change Order to this SOW if the Project scope, Project timeline, estimated level of effort, resource commitments, estimated expenses, Customer business requirements, and/or other obligations set forth in this SOW change (or are likely to change) due to any mutually agreed change or because (i) any Customer-provided information is incomplete or inaccurate; (ii) Customer fails to timely meet its obligations hereunder (e.g., Customer's team not staffed timely or appropriately, Customer delays or misses deadlines; Customer business requirements change), or (iii) project delays caused by a third party. Workday, through Reseller, shall not be required to perform any additional or different Technical Services or extend or compress any

timeline unless the parties first execute a mutually agreed corresponding amendment or Change Order, and such non-performance shall not be a breach of this SOW.

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

**Appendix 3**  
**Description of Technical Services**  
**Global Launch Deployment**

**1. Deployment Approach.**

The Workday Launch approach (described below) shall 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 institution. 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 3, the terms of this Appendix 3 shall control. Any feature, functionality, and/or Technical Services not explicitly identified in the Workday Project Scope section is out of scope for this SOW.

Reseller and Workday assume that Customer Employee Count will change over the course of the deployment; however, for purposes of scoping and estimating the Phase 1 Project effort and resource requirements, Reseller and Workday shall rely on the Employee Counts per Country in the table below to perform the Technical Services. "Employee Count" may include, but is not limited to, active employees, retired employees, terminated employees, & contingent workers.

Customer shall promptly notify Reseller and Workday of any changes to the Employee Count which increase complexity, create business process change, require additional effort (e.g., data loading, report creation) so the parties can discuss in good faith and mutually agree on a Change Order or other changes consistent with the terms hereof at the time of the change.

**Workday Adaptive Planning Deployment Approach.**

**Staggered.** The Workday Adaptive Planning Service deployment start date will align with the completion of Workday Service end-to-end testing. Workday shall build the initial Workday Adaptive Planning Service metadata structure and load the Customer Data from the Customer's existing Tenant and/or Technical Services Data from the File Transfer Server, as applicable, into Customer's Workday Adaptive Planning Instance.

After Workday builds the Workday Adaptive Planning Service Production Instance, Workday shall reconcile the initially-built Workday Adaptive Planning Service structure, data, models, and reports to align with the Production Instance requirements. Once aligned, Workday shall build the Workday Adaptive Planning Service structures and load the Customer Data and/or Technical Services Data into the Workday Adaptive Planning Instance.

**Workday Deployment Approach:**

<u>Initial Phase:</u>	<u>Phase 1A:</u>	<u>Phase 1B:</u>
Core HCM	Learning	Workforce Planning
	Recruiting	People Analytics
	Talent Optimization	

**2. Project Timeline.**

Based on the assumptions below, the time required to complete these Deliverables is expected to be Ninety-Four weeks (94), between August 7, 2023, and May 30, 2025, including Pre-Project Planning and Post-Production Support as set forth in this Appendix 3. The Target Go-Live Date is the first date on which the parties estimate a Service SKU will be in Production. During the deployment, there will be "blackout periods" when the Workday team will not be available. See blackout dates below

Phase 1 includes HCM and Integrations to other Fort Bend Systems including Infor Lawson.  
Phase 1A-includes Recruiting, Learning and Talent Optimization  
Phase 1B includes People Analytics and Workforce Planning

Phase 1 – HCM* -	Pre-Planning & Plan	Architect & Configure	Test*	Deploy	Post Production	Total
Total Estimated Weeks	25	14	8	4	2	55
Start Date	08/14/2023	02/05/2024	05/13/2024	07/08/2024	08/05/2024	
End Date	02/02/2024	05/10/2024	07/05/2024	08/02/2024	08/16/2024	

Phase 1A – Rec / Lrn Talent	Plan	Architect & Configure	Test**	Deploy	Post Production	Total
Total Estimated Weeks	2	7	5	3	2	19
Start Date	09/02/2024	09/16/2024	11/04/2024	01/06/2025	01/27/2025	
End Date	09/13/2024	11/01/2024	12/13/2024	01/24/2025	02/07/2025	

Phase 1B – Workforce Planning / People Analytics	Plan	Architect & Configure	Test	Deploy	Post Production	Total
Total Estimated Weeks	1	6	3	2	2	14
Start Date	02/24/2025	03/03/2025	04/14/2025	05/05/2025	05/19/2025	
End Date	02/28/2025	04/11/2025	05/02/2025	05/16/2025	05/30/2025	

The Planning Project shall not start prior to HCM is live. If this changes, the parties execute a Change Order to document their agreement to additional tasks and costs. Workday Engagement Manager and an Integration Resource will be available for One (1) hour each a week during the blackout period.

**Pre-plan & Plan Stage.**

- August 14, 2023 - August 18, 2023 – Workday will provide an employee file to Fort Bend County to map Worker data from Workday to Infor / Lawson
- August 21, 2023 - November 17th, 2023. Fort Bend County team will work with Infor / Lawson on data mapping exercises.
- November 20, 2023, to November 24, 2023 – Blackout period
- December 18, 2023 - January 5, 2024 – Blackout period
- January 8, 2024 - Feb 2, 2024. Complete Pre- Planning and Plan Stage.
- \* Test Stage - Phase 1. The Workday portion of the Test phase will be 5 weeks. The remaining 3 weeks of the Test Phase will be dedicated to Customer Testing. Customer may request a timeline adjustment of three weeks if the Customer requires additional time for testing. .The parties will execute a Change Order for \$0.00 to document the timeline adjustment if necessary to allow Fort Bend team only additional time for testing.

- \*\* Test Stage - Phase 1A includes November 25, 2024 – November 29, 2024, and December 16, 2024, to January 3, 2024

\*\* Project will have the following blackout dates:

- November 20, 2023 - November 24, 2023
- December 18, 2023 - January 5, 2024
- November 25, 2024, - November 29, 2024
- December 16, 2024 - January 3, 2025

If this Project is delayed more than four (4) weeks from the timeline agreed to during the Project Kickoff due to Customer's failure to provide the requested Professional Services Data, or to provide reviews, clarifications, and confirmation of completion of Deliverables, Workday may close out the Project and send a final invoice to Hiring Party.

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 shall use its preconfigured processes as a starting point for all process configuration's. Except as provided herein, the parties shall use a Workday-provided File Transfer Server for all data conversions performed during the Project.

During the Plan Stage, Workday through Hiring Party shall deliver to Customer a "Project Plan" that confirms exact dates and duration of each Stage. Delays due to Customer, including business transformation activities such as restructuring a job catalog, may result in additional fees.

**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. Deliverables and the respective responsible parties are listed for each Stage.

"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.**

**4.1 Pre-Project Planning**

Workday and Customer will engage in pre-planning activities prior to the Reservation Date. During the Pre-Plan period, Workday will provide an overview of materials, training, and/or consultants available to Customer as provided herein, introduction to Engagement Manager, and outline to activities leading up to the Reservation Date.

**4.2 Launch Deployment Activity**

Activity	Output	Responsible Party	Secondary Responsible Party
Distribute survey to Customer employees to gather insight into their learning and development experiences and expectations	Transformation Survey Report	Workday	NA
Define vision for the employee-centric learning function	Transformation Vision	Customer	Workday

Activity	Output	Responsible Party	Secondary Responsible Party
Define key strategic guiding principles for delivering on the employee-centric learning vision	Transformation Guiding Principles	Customer	Workday
Define new operational goals/measures to help the learning organization determine the effectiveness of the new learning function on driving towards the vision	Transformation Goals	Customer	Workday
Define operational impacts of the new learning function (e.g., new processes, new skills of learning resources, new tools) to provide the necessary support	Transformation Operational Priorities	Customer	Workday
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 Technical Services Data to the File Transfer Server.	Technical Services Data	Customer	
Build Foundation Tenant (Workday)	Foundation Tenant	Workday	
Plan Stage Completion	Stage completion confirmation	Workday	Customer
Conduct foundation alignment (Workday)	Updated Foundation Tenant	Workday	Customer
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 Technical Services Data	Customer Test Scenarios and Issues Log	Customer	
Develop integrations	Integration Build	Workday	Customer
Provide an updated set of Technical Services Data	Technical Services Data	Customer	
Develop User Readiness Plan (Workday)	User Readiness Plan	Customer	

Activity	Output	Responsible Party	Secondary Responsible Party
Customer creates test scenarios to meet its specific business requirements by modifying sample Workday test scenarios	Customer Test Scenarios	Customer	
Build End-to-End Tenant and complete Delivery Assurance (Workday)	End to End Tenant and Delivery Assurance Checkpoint	Workday	
Architect & Configure Stage Completion	Stage completion confirmation	Workday	Customer
Testing	Testing and Go-Live Checklist Sign-off	Customer	
Plan for cutover from legacy system	Cutover plan	Customer	Workday
Test Stage Completion	Stage completion confirmation	Workday	Customer
Execute the training strategy	End User Training	Customer	
Provide updated, clean data	Technical Services Data	Customer	
Build Gold Tenant and complete Delivery Assurance	Gold tenant and Delivery Assurance Checkpoint	Workday	
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

#### 4.3 Post-Production Support.

Workday post-Production support begins once the Workday Service has been moved into Production use. Workday, through Reseller, shall 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 shall include:

Launch Package	Post-Production Support Period
Launch HCM	First two (2) weeks following move to production use

#### 5. General Assumptions.

The Technical 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, Reseller (i) shall advise Customer in writing (an email shall suffice for this purpose), (ii) shall use reasonable efforts to mitigate delays and additional costs or fees, and/or (iii) is permitted to increase to its fees or adjust the Project schedule through a Change Order to reflect the additional Technical Services rendered address schedule delays as a result of

Customer's failure to meet the identified assumptions. Each party shall promptly remedy any unmet assumption for which it is responsible.

#### 5.1 Project Assumptions.

- Workday shall perform all Technical Services within the Workday environment.
- Under typical circumstances, eighty percent (80%) or more of Workday Technical Services set forth under this SOW will occur off-site. Due to current events, Workday will perform all Technical Services remotely except for specific activities that are mutually agreed in writing. The parties will plan and agree upon the timing for any Technical Services performed onsite.
- If travel is required for Technical Services performed on-site, Customer shall reimburse Reseller for all reasonable and necessary T&E incurred by Workday as outlined in the Fort Bend County Travel Policy.
- Customer will staff the Project with its resources described in Roles and Responsibilities section of Deployment Approach outlined in Appendix in a timely manner.
- Customer will use resources for the Project that are physically located only in the United States.
- Workday and Customer will actively participate in all required Project activities.
- Customer shall 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, and end user training functions are the responsibility of Customer and outside the scope of this SOW
- Customer is responsible for workstation compliance to the minimum technical requirements set forth in the Workday Browser Support Policy.
- Customer agrees to use Workday's Project tools and File Transfer Server.
- Project work shall be conducted during common business hours, excluding holidays as observed by Customer and Workday.
- If the Project is delayed by Customer for any reason, Customer understands that Workday's ability to staff the engagement and meet the Target Go-Live Date for the Technical Services Fees specified herein could be at risk. Therefore, Reseller reserves the right to revisit and revise the Project's Target Go-Live Date and estimated fees and costs, including by executing a Change Order.
- The pricing and schedule set forth in this SOW are based on using Workday-provided systems, tools, and devices. Workday is not required to use any systems, tools, or devices not provided by Workday ("**Non-Workday Systems**"). Non-Workday Systems are not covered by Workday's Security Exhibit or portions of the data processing exhibit, and any use of Non-Workday Systems must be pre-approved by Workday in writing in its sole discretion. If Reseller approves the use of any Non-Workday Systems, the parties shall first execute an amendment to the TSA to cover Workday's use of such systems and a Change Order to cover Workday's additional costs and efforts.
- In the event Workday's software products are materially unavailable for use by Customer, Customer will open a case and follow the process outlined in the Order Form # P365682 SLA.
- Customer may add additional configurations or reports to the applications in scope after the said application is deployed in production. Customer will be responsible to testing the new configuration and reports in Sandbox prior to migrating them to production. Customer agrees that Workday is not expected to provide additional configurations and reports as contemplated herein, and Customer must execute a Change Order, which may include additional fees, for Workday to provide any such additional configurations and reports. Post-product support does not include fixes required due to Customer's changes to configurations and/or reports.

#### 5.2 Deployment and Scope Assumptions.

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

- The number of deployment Tenants and/or Instances made available to Customer without charge is governed by the Workday Deployment Tenant/Instance Pricing Policy. If additional Tenants and/or Instances are required to support the Project, additional fees shall apply.
- Customer understands that its use of the Workday Service and Workday's configuration of it does not constitute compliance with any Law, including data privacy laws. Customer understands that it has an independent duty to comply with any and all Laws applicable to it. If Workday's delivered scope of configuration does not meet Customer's business or legal requirements, Customer will either make the necessary configuration changes itself or engage Workday's Technical Services to do so via a Change Order.
- Customer agrees to utilize a Workday's business process framework for the entire institution until post-Production, and Customer shall acquire additional Technical Services to make desired configuration changes or make the configuration changes itself.
- All pre-configurations and business processes shall 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 until post-Production, and Customer will acquire additional Technical Services to make such changes or make such changes themselves. Workday shall provide the relevant knowledge transfer.
- The fees and Project schedule set forth herein or otherwise agreed by the parties pursuant to a Change Order are dependent upon (i) Customer timely fulfilling its obligations hereunder, and (ii) the completeness and accuracy of the information provided by Customer prior to the execution of this SOW and during the SOW Term.
- Foundation alignment sessions do not constitute a "design" of delivered business processes - instead they are intended to provide knowledge transfer and validate Customer Data or Technical Services Data to support the Launch program configurations.
- Any services, activities, product features, functionality, or configurations not expressly listed in this Appendix 3 are not in scope for this Appendix 3. The parties agree that no additional Technical Services or Deliverables are implied under this SOW.
- Customer assumes responsibility for the functional and technical configurations of the Workday Service as part of post-Production with full responsibility at time of Project closure.
- The Technical Services provided by Workday hereunder do not include the provision of Workday-required training courses, which Customer may purchase from Workday by separate agreement(s).
- Customer resources will timely complete Workday-required training appropriate for their respective roles.

### 5.3 Testing Assumptions.

- Customer is responsible for assigning a Test Manager to drive and oversee the Testing stage.
- Workday shall provide baseline recommended testing scenarios for testing. Customer is responsible for creating and executing Customer-specific test scenarios.
- Customer will lead testing and sign off on the final configuration prior to the move to Production. Workday shall support issue resolution to Customer's testing efforts.
- Customer Test Manager will create a testing strategy document to support the testing cycles, including roles and responsibilities, testing schedule and process for managing test execution and issue resolution.
- Workday shall provide guidance and assistance to Customer's Test Manager and test team during test execution of each of the test cycles.
- Workday shall help Customer to prioritize the severity of the defects and help ensure timely assignment and follow-up for resolution.

### 5.4 Data Conversion Assumptions.

- Workday does not provide a service to extract data from Customer's source systems.
- Customer is responsible for populating and supplying data in the 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 requisite training to populate Technical Services Data. Customer is solely responsible for the extraction, transformation and supplying 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 execute data conversion in an Implementation tenant. At the end of each data conversion, Customer will have access to review and validate the converted data. Workday will provide a list of data not converted for Customers to correct in Customer Legacy System for the next data conversion. Customer will be responsible for all data correction for future data conversions. Workday will provide dates for future data conversion to Customer.
- Workday will convert current records for all active and terminated Customer employees for the current calendar year.
- Customer resources will be responsible for any additional data conversion beyond the scope set forth in this SOW.
- Customer shall establish and determine processes to create a static copy of their legacy system(s) to provide source data extracts and a reference point for comparison for each Tenant build.

#### 5.5 Integration Assumptions.

- Workday shall design, configure, unit test, and/or deploy integrations where Workday is the Responsible Party in the Integrations In Scope table above. Similarly, Customer will be responsible for the design, development, configuration, and unit testing of integrations where Customer is the Responsible Party.
- Customer will 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 cannot guarantee full delivery by the Target Go-Live Date if our efforts are hampered by the limited availability or responsiveness of Customer or vendor resources during the Project. If Workday cannot deliver any integration by Target Go-Live Date due to such circumstances, Reseller, Workday and Customer will evaluate a proper course of action together.
- 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 shall be subject to a mutually agreed Change Order.
- 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 above.
- 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 shall 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 shall 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 owners 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 Technical Services consultants are not trained on third party applications or technology platforms.
- Customer is responsible for timely obtaining contracts and/or establishing contracts required from third party providers in time to engage with the vendor for design and delivery of the integration.

- Customer will attend Workday's recommended integration training prior to the commencement of the appropriate stage, in order to meet delivery of this Statement of Work.
- 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 shall 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 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 Learning Transformation Assumptions.

- Customer will assign an experienced Transformation Lead/Strategy Sponsor to manage Customer's roles and activities for the Project.
- Customer will assign an Executive Sponsor to participate in Steering Committee meetings and be available to resolve issues impacting the success of the Project.
- Customer will have knowledge of or provide documentation that reflects existing talent management (including learning) operation, upon request.
- The assigned Customer Transformation Lead/Strategy Sponsor will collaborate closely with the Customer Project Manager for the Workday Learning deployment and the Executive Sponsor/Steering Committee to gain necessary consensus and approvals in a timely manner.

### 6. Subcontracting.

In the course of performing the Technical Services and/or providing Deliverables hereunder, Reseller and Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently located at <https://www.workday.com/en-us/legal/professional-services-subprocessors.html>) as Subprocessors for Technical Services (each, a "Subcontractor"). In such instances, Customer agrees that Reseller and Workday are permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Technical Services and related administration. Reseller shall be responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Reseller.

### 7. Project Changes.

The parties acknowledge and agree that the avoidance of Project delays is material to Customer's Project success and Workday's ability to provide the Technical Services. In the event of any Project delay due to the fault of Customer, Workday, or causes not in the control of either party, the parties shall attempt to mitigate the effects of such delay. The parties shall meet to resolve such delays and to develop a mutually agreed solution. Reseller and Customer shall take into consideration the cause of the delay and negotiate in good faith. In the event there are Project impacts including but not limited to changes in Project scope, estimated level of effort, Project timeline, Project resource commitments or expenses, the parties shall in good faith and negotiate and execute a mutually agreed Change Order pursuant to the Change Order Process.

### 8. 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, Reseller shall describe such requested changes, and the associated fees for additional Technical Services to be provided, in a proposed Change Order. Parties acknowledge that there may be occurrences 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. Due to the complexity of some Change Orders, upon prior and mutual agreement, Reseller shall invoice Customer for the time required to scope and estimate Customer-requested changes. Reseller shall advise Customer of the cost estimate if such a charge shall apply. Each proposed Change Order shall contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Technical Services for the work described in the Change Order. Reseller shall submit the Change Order to Customer for review and approval, then shall circulate the mutually agreed Change Order for signature. Proposed Change Orders shall 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 Reseller has not extended the period of validity in writing, the Change Order shall automatically expire. Upon the parties' execution of a Change Order, Workday shall begin performing the Technical Services described in the Change Order.

**9. Project Risks.**

- Change Management is critical to the success of any deployment. Customer will 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 owners, subject matter experts and business analysts is vital to the success of the Workday Service deployment. Customer will identify individuals from each geographic area, country, and/or business unit who possess the correct 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 will prioritize this activity to avoid impacts to timeline and costs.

**10. Issue Tracking and Escalation.**

10.1 Workday shall track all Project issues within a consolidated risk and issues log and assign a resolution owner and proposed resolution date to each issue. The Project team shall escalate those issues that it cannot resolve as set forth herein.

10.2 Issues that cannot be reasonably resolved by the parties as set forth in Appendix 1 shall be escalated to the Steering Committee comprised of Customer Executive Sponsor, Customer Project Manager, Workday Executive Sponsor, and Workday Engagement Manager (or their respective designees) (collectively, the "Steering Committee").

**11. Functional Scope.**

The table(s) below lists the functional and technical scope that will be included as part of this Workday deployment. Any functional or technical details not listed below will be deemed out of scope for this Project.

Product	Description	Scope
Foundation	Foundation Features	Payment Elections & Associated Rules
		Pre-Packaged Business Processes
		Workday Assistant (With ISA Opt In). Excludes customer security groups.
		Standard Notification Templates

Product	Description	Scope
		Workday Today home page with 4 standard cards
	Organizations	Organizational Management
		Staffing Management
		Up to 5 Legal Entities
		Supervisory Organization and Hierarchy
		Cost Centers and Cost Center Hierarchy
		Up to 4 Custom Organization Types and Hierarchy
		Locations and Location Hierarchy
		Region and Region Hierarchy
		3 Pay Groups
		Security
	Delivered Security Model	
	Setup	English Language Support
		Global Address Localization
		Mobile
		Currency
		Duplicate Management
	Worker Data	Contingent Workers
		Personal Information
		Contact Information
		Position and Job Profile Assignment

Product	Description	Scope
		Employee Types
	Reporting	Standard Dashboards & Analytics
		500+ Delivered Reports

Product	Description	Scope
HCM	Compensation	Basic Compensation Management
		Grade and Grade Profiles (up to 100 Grade Profiles)
		Single Compensation Package
		Up to 2 Salary Plans
		Hourly Plan
		Up to 5 Allowance Plans - Excluding reimbursable allowance Plans
		Up to 15 One Time Payment 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 15 attachments for Onboarding Review
		Custom Onboarding Templates (up to 2 templates)
		Announcements - 1 for onboarding
		I-9 Functionality
	Organization	Organizations (Supervisory, Cost Center, Company, Region, Location, Custom) and Associated Hierarchies

Product	Description	Scope
		Up to One Exit Survey questionnaire with up to 20 questions, routed to existing security group - excluding custom reporting of responses
	Security Groups	Delivered Security Groups, Roles
		Up to 3 Regulatory Required Custom Security Groups
	Setup	Event Categories and Reasons
		Multiple Jobs
		Employee and Manager Self-Service
		Worker Types
		Tenant Branding
		Skills Cloud (With ISA Opt In)
		Union Tracking (Worker Data Only)
		Employee Contracts (Contract Types, Reasons for Reporting Purposes). Custom business form layout (BIRT) not included.
		Delivered Probation Periods
		Contingent Worker Types
		Tracking of International Assignments with a custom field. Includes the creating and assignment of International Assignment
		Up to 4 Funds Associated to Worker / Position as Custom Organizations/Worktags
		Up to 4 Grants Associated to Worker / Position as Custom Organizations/Worktags
		All New Employee hired in Workday after HR is in production will use their Infor Lawson ID numbers instead of Workday creating the employee ID numbers. Fort Bend will provide the Infor Lawson ID number prior to the Hire Business Process is started.
		US Operations Only
	Worker Data	Personal Data, Contact Information, ID Information

Product	Description	Scope
		Emergency Contact Information
		Employee Photos
		Delivered Service Dates
		Shifts
		Education
		Job History
	Reporting	Review Delivered Reports including EE04
		Workday will develop 3 Advanced Custom Reports for County of Fort Bend
		Enable Delivered Dashboards (Workforce Composition, Report Auditor)
	Modifiable Business Processes	Hire Employee, Leave & Return Leave of Absence
		Create Position
		Request One Time Payment
		Contract Contingent Worker
		Onboarding: 1 for New Hires and 1 for Job Changes
		Termination
		Change Job
		Request Compensation Change
		End Contingent Worker Contract
		Onboarding Setup
		Edit Positions
		Edit Position Restrictions

Product	Description	Scope
	Data Conversion	Up to 4,500 Active FSE Employees or Contingent Workers Including Current Associated Personal Data and Current Job Record. All Active employees converted will keep their Lawson / Infor Employee ID's.
		Terminated employees who received payment in the current year, and contingent workers who contract ended in the current year. (Using Worker Object) will have their Lawson / Infor Employee ID's.
		Up to 10,000 Additional Terminated Workers (Using Former Worker Object will be converted after Workday HR is in production) will have their Lawson / Infor Employee ID's.
		Includes Loading of Employee Photos
		Attachment of Third-Party Documents out of Scope
		Compensation – Current Compensation information and compensation effective as of Benefits effective date
		Job and Compensation History - Unlimited "History from Previous System"
		No Transactional History

Product	Description	Scope
Learning	Security Groups	Security Groups (Up to 4 security groups excluding topic and course segmented security groups)
		Topic and Course Segmented Security (up to 10 segments with 10 supporting security groups)
		Business Process Security Policies (minor changes)
	Setup	Learning Configuration on Edit Tenant Setup tasks
		Configure Learning Domains
		Configure Learning Dashboards (Learning, Learning Administrator, My Team's Management, My Library, Learning Trainer, Home)
		Topics (Up to 10)
		Custom Learning Slider (Up to 1 custom slider and 1 associated custom search).
		Learning Instructors (Up to 50)

Product	Description	Scope
		<p>Learning Assessors (Up to 50)</p> <p>Campaign Audiences (Up to 8)</p> <p>Campaigns (Up to 8)</p> <p>Workday Outlook Integration for Instructor Led Content</p> <p>Custom Notifications (up to 8)</p> <p>Reason Codes for Drop Enrollments, Cancel Learning Enrollments, Cancel Course Offerings (Up to 5)</p> <p>Prerequisites (Up to 5)</p> <p>Validation Rules (5)</p> <p>Equivalencies (Up to 5)</p> <p>Content Cloud</p>
	Transformation	<p>Learning Transformation Survey – Workday will conduct a Learning Transformation survey for both employees and managers. The customer will determine the appropriate audiences to participate in each survey. The survey will take participants approximately 5 minutes to complete.</p> <p>Transformation Workshop Pre-reads – Upon completion of the Learning Transformation survey, Workday will create a summary of the survey results and create a package of pre-reads to be sent prior to the Transformation Workshop. The package of pre-reads will include a summary of the survey results, as well as WD best practices and industry insights to help the customer generate ideas and opportunities as they begin to rethink the learning model.</p> <p>Transformation Workshop – Workday will conduct an initial half-day, onsite workshop to help the customer begin to build the foundation for a new learning model, including a learning vision, learning strategy guiding principles, learning goals, and learning impacts. Additionally, WVD will help the customer identify and sequence learning operational priorities for the near and long term.</p> <p>Transformation Deliverables – At the conclusion of the workshop Workday will consolidate all of the notes from the session and create a deliverable package based on the workshop outcomes.</p>
	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)
		Manage Lesson

Product	Description	Scope
	Modifiable Business Processes	Manage Course
		Manage Course Offering
		Enroll in Content
		Drop Learning Enrollment
		Manage Program
		Manage Equivalency Rule
	Data Conversion	All inactive Learner records will be loaded into the Workday Tenant once Fort Bend County provides the data in the required format.

Product	Description	Scope
Recruiting	Setup and Features	Internal Application
		Auto Disposition Candidate's Other Job Applications
		Auto Unpost Jobs
		Task Consolidation for Review Offer
		Job Requisition Management
		One Time Payment for Offers
		Simple Referral (does not include payout process)
		Up to 3 Job Application templates
		Up to 3 Job Posting templates
		Evergreen Requisition Management
		Candidate Screening
		Candidate Review

Product	Description	Scope
	Career Site Configuration	Candidate Home
		Candidate Grid
		1 Internal and 1 External Career Sites
		1 Internal Career Site for Non-Workers
		External Candidate Job Alerts
		External Career Site Privacy Policy
		Configurable Candidate Consent
		Prospect Introduce Yourself on External Career Site
	Configurable Content	Workday Documents – up to 3 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 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 2 document attachments for candidate offer review. One Offer Letter (up to 10 text blocks; 1 Logo)
		1 Internal and 1 External Questionnaires
	Integrations	Guidance of Apply with LinkedIn - Up to 1 hour of Support
		Guidance for setup of LinkedIn Recruiter Connect - Up to 5 hours of support
		Workday Outlook or Google Calendar Interview Scheduling integration
	Security	Primary Recruiter Security
		Prospect Management
		Candidate Pool functionality
	Setup	Assessments (no associated integration)
		Background Check
		Interview Management (no associated integration)

Product	Description	Scope
		Interview Ratings
		1 Employment Agreement
		Candidate Endorsement
		Configurable Section Headers and Instructional Text on Job Application Templates
		Duplicate Management
		Parallel Stages
		Job Requisition Categories and Reason
		2 Knockout Questions
		Background checks via integration
		Messaging deployment will occur during the post production support timeframe
		Notification Designer - Up to 1 simple custom notification template
	Reporting	Recruiting Standard Reports
		Candidate Grid
		Job Requisition Workspace
	Modifiable Business Processes	Job Application (1 Dynamic Workflow to include nested subprocesses)
		Offer
		Job Requisition
	Data Conversion	Up to 400 Open Job Requisitions and Corresponding Open Positions
		Open Positions Not Associated With Job Requisitions Excluded
		Active Candidate Data Conversion Excluded
	Prospect and Inactive data will be converted as text files for Fort Bend County to view and print. Fort Bend will provide the data in Workday format to load into the tenants.	

Product	Description	Scope
Talent Optimization	HCM Core	Worker Summary
	Performance	Up to 3 Performance Review Templates
		Goals
		Development Items
		Check-Ins
	Succession	Up to 50 Positions for Succession: includes Readiness setup
		Assess My Team's Potential
		Assess Potential
		Relocation Preferences
		Succession
		Travel Preferences
	Talent Core	Mentor
		Anytime Feedback
		Career Interests
		Job Interests
		Up to 2 Custom Notifications per Business Process
		Competencies
	Calibration	Calibration is Specifically Excluded
	Modifiable Business Processes	Start Performance Review
		Complete Self Evaluation for Performance Review
Complete Manager Evaluation for Performance Review		

Product	Description	Scope
		Give Feedback
		Set Review Content for Performance Review
		Assess Potential
		Manage Succession Plan
		Manage Competencies
	Data Conversion	No Goal History
		No Transactional History
		No Prior Performance Reviews

Product	Description	Scope
Workforce Planning	Metrics	Start / Hire and End dates Headcount FTE Attrition, Retirement Trends Grade salary range
		Performance Ratings Compensation Type
		Tenure, Time in Role, Leave of Absence Cost per headcount / Revenue per headcount, etc. Average time to hire
	Compensation Calculations	Up to 2 Personnel Expense models (current roster and open positions) with up to 3 Employee Groups: Salary, Hourly and Contingent Labor. No Labor Unions unless purchased via Additional Scope
		Manual Data Entry for Transfers, Splits, Planning Allocations by Level (Single-Step, Not Sourced from Workday Payroll) Manual changes made in one version do not persist upon a refresh of data from source.
		Fringe Benefits are calculated as a percent of total pay or flat amount based on location. Taxes are calculated as a percent of total pay. No caps on benefits or taxes.
		Merit and Bonuses are calculated as a percent of total pay based on role, worker, or total company.
	Structure	Budget and Forecast up to 1 year out. All planning periods will use a common / single methodology. Top Down (by level and 2 dimensions) and Bottoms Up Trended Workers for historical reporting by headcount
		Planning occurs in time periods of months, quarters, or years

Product	Description	Scope
		Consistent Calendar and HR Metrics across the organization
		Level will be the Supervisory Organization
		Up to 1 Legal Entities, 1 Calendar and Single Currency per Entity
	Workforce Actions - Create Positions	Define and configure Workforce Actions - Create Positions
	Publish Workforce Plan	Export of Workforce Budget Balances for Headcount and FTE only.
	Security	Enable security on Levels and configure Dimensional Access Control for up to one additional dimension
	Reporting	Up to 10 KPI's Conduct up to 2 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.
	Training and Enablement	Knowledge transfer and documentation provided for all planning models built using Workday's documentation format and tools (1 page per model); end-user documentation and end user training is excluded Final review & testing: Support of Customer UAT scripts development Admin training: includes training for up to 5 power users on administrative responsibilities and maintenance of the system for up to 4 hours. Delivery Assurance: provides oversight throughout the project to ensure build is consistent with best practices Post Production support: 2 weeks of support for up to 10 hours per week
	Workday Data Management	Workday shall configure the automation synchronization of the following metadata and data: --Metadata: Accounts - Metadata: Levels - Metadata: Dimensions & Attributes (up to 20) - User Sync Workday shall define and configure required advanced reports and Workday Data Source for the following sources of data within the Customer's Workday Tenant: - Import current personnel roster - Import open positions / requisitions
Not Included	Payroll or Payroll Costing Allocations as a source General Ledger as a source	

Product	Description	Scope
People Analytics	Set-up	Workday shall deploy the People Analytics functionality in Customer's implementation tenant.
		Workday shall migrate the People Analytics functionality to Customer's Production tenant.

## 12. Integrations.

### 12.1 Integrations 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. 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.

## 12.2 Integration Classifications.

**"Configured Integrations"** describes the productized connectors developed and supported by Workday that exist as Workday Integration Templates (as defined below) in each Workday tenant and are licensed to customers for use with the Workday Service. 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.

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 shall 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 TSA), 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.

## 12.3 Workday Integration Templates and Classifications.

**"Workday Integration Templates"** are Workday-provided integration template tools that are used by Workday and may be licensed and used by Customer and third parties to create connectors and/or integrations to the Workday Service.

Integrations to the Workday Service can be built using the Workday Integration Templates. The table below describes available Workday Integration Templates as of the SOW Effective Date. The table also explains which Workday Integration Templates are Configured Integrations or used for Developed Integrations and which are typically used for the simpler to more complex use cases.

Integration Classification	Workday Integration Template	Description	Complexity
Configured Integration	End to End Connector	Support a specific named third-party application or service. When you deploy an End-to-End Connector, no additional coding required. These integrations are (i) part of the Workday Service, and (ii) provided with ongoing support by Workday in accordance with Workday's current Production Support and Service.  Detail on these connectors can be found in Workday Product Documentation by searching for the name of the Integration Template	Full Range
	Connector	Prebuilt integrations that address most of the integration effort required to connect to third-party endpoints. These integrations import and export data in a Workday-defined file format and typically require pre/post processing with a Developed integration.	Low

Integration Classification	Workday Integration Template	Description	Complexity
Developed Integration	Enterprise Interface Builder (EIB)	Simple, secure, and customizable integrations consisting of an integration system, an integration data source, an integration transformation, and an integration transport protocol.	Moderate
	Document Transformation (DT)	Integration to consume the output file generated by a Configured Integration, EIB, or Workday Studio integration system and transform the file based on instructions in an XSLT file.	Moderate
	Business Intelligence Reporting Tool (BIRT)	Solution to design and use business form layouts for meeting the layout specifications including rich text formatting, headers and footers, page breaks, and exact placement of labels, data, spaces, and margins.	Moderate
	Workday Studio	An Eclipse-based development environment solution required to build more complex, entirely custom, integrations with Workday.	High
	Direct Connection to Tenant API	An external (non-Workday) system acts as a client making a connection to Customer's Tenant public API directly, using web services or Reports-as-a-Service, which form part of the core Workday Service. There is no "runtime" or job executing on the Workday platform.	Low
	Technical Services Standards	Preconfigured integration solutions that provide defined functionality so that they can be implemented with minimal or no need for modification.	Low

#### **Technical Services Standard Integrations**

Technical Services Standard integrations represent integration patterns where Workday Professional Services has a pre-developed solution which will be leveraged in lieu of developing a custom integration fully from scratch. These specific integration pattern-based deliverables have been designed so that the Customer may uptake with minimal or no need for modification.

#### **Technical Services Standard Types / Assumptions**

**Services Standard:** A Technical Services Standard solution is a preconfigured solution. When deployed in this fashion, no modification to the solution is allowed, only the configuration supported by the solution is included - assumptions as follows:

- Services Standard solutions allow no modifications to be made to the predeveloped solution.
- If changes are needed, a change order would be required to reclassify the integration as either a Services Standard Plus or an unconstrained integration as part of the Integrations in Scope section above. Such a change order would also account for any cost differences.

**Services Standard Plus:** A Technical Services Standard Plus solution is also a preconfigured solution, however, it does allow for some modification to fit a customer's needs in certain areas. The scope and areas of allowed modification are still restricted, but there is allowance for changes to certain aspects which do not change the solutions core functionality - assumptions as follows:

- Services Standard Plus solutions allow for minor modifications that support minimal changes deemed minor which do not change the solutions core functionality, please see integration details below for further information specific to each pattern.
- Customer will be responsible during the deployment for detailing the changes they are requesting to be made to a Services Standard Plus solution, formally requesting and eventually approving the change.

- Workday is responsible for sizing and communicating requested changes for Services Standard Plus typed solutions, informing the customer the impact of the change, and if it fits within the scope of the solution.
- If a change is needed to a Services Standard Plus solution, specifically where that change is not supported or is deemed to be beyond the scope of allowed changes to the solution, then a change order would be required to determine the appropriate scope.

General Assumptions: Some core assumptions and constraints related to both Services Standard and Services Standard Plus types:

- Customer is responsible for providing decisions on desired configuration of the solution during deployment.
- Workday will be responsible for all Technical Services Standards deliverables, including assuming ownership of deployment of the solution to the tenant, migration of the solution, defect resolution, and knowledge transfer.

Workday will be responsible for keeping the Customer apprised of changes, their impacts, and cost implications throughout the deployment

#### 12.4 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 shall 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 shall 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.

#### 12.5 Integrations in Scope.

The anticipated number and associated complexity of the Integration effort to be developed by Workday is as follows.

Workday Integration Solutions	Complexity	# Of Deliverables
End to End Connectors	Minor	4
Connector	Low	2
EIB / DT / BIRT	Moderate	6
Workday Studio	High	2
<b>Total # of Deliverables</b>		<b>14</b>

For scoping purposes, Workday has estimated for 14 integrations (in total including the ones identified below) from Workday HCM / LRN and Recruiting to other Systems at the County of Fort Bend. Workday will work with County to secure a list of integration to confirm a number for the Project.

**List of Integrations Currently in Scope**

Integration	Vendor or System	Integration Template	Responsible Party	Comments
One Employee demographic data file (schedule TBD) to export active Workday employee data in the format required by Infor/Lawson	Outbound integration of employee data to Infor Legacy HR, Payroll and Risk (Benefits) system and GHG Time Tracking system	Connector	Workday	Fort Bend County will be responsible to add all employee data to Infor Lawson and GHG Systems
Know84	Integration from Fort Bend County Learning System to Workday Learning	Workday Studio	Workday	N/A
Payroll for Third Party Integration (outbound)	Infor / Lawson	Connector (Payroll Interface)	Workday	N/A
SAML configuration and redirect to SSO	Duo	Connector	Workday	Tenant configuration for SAML connection, including Authentication Policies to be tied to SAML setup in Workday Tenant

ANY INTEGRATION NOT EXPLICITLY LISTED IN THE INTEGRATIONS IN SCOPE TABLE ABOVE IS OUT OF SCOPE, EVEN IF DISCUSSED PRIOR TO THE EXECUTION OF THIS SOW.

**Authentication Assumptions.**

- Customer will provide a detailed list of each Single Sign-On (SSO) provider in scope for implementation and where applicable each IDM/AD system that will support these SSO providers in tables above.
- Authentication policies for each SSO provider used will require one unique SAML/SSO configuration in the delivered tenant.
- Each SSO provider used may require up to one unique SAML redirect configuration to allow users to query external systems for ID de-duplication on following Business Processes: Hire/Offer/Contract Contingent/Add Appointment
- Each IDM/AD system will require one custom outbound integration system for worker demographic data, and one inbound custom integration system for worker demographic updates - examples: ID's, emails, phones, work location, etc.

- Customer has deployed a multi-factor authentication solution in production. If Customer decides not to have Workday users authenticate via a multi-factor authentication solution, or does not have a multi-factor authentication solution, Customer assumes all risks of single factor authentication.
- Customer shall have all Workday users authenticate to Workday via multi-factor authentication.
- Customer is responsible for all configurations associated with Customer-owned multi-factor authentication solution(s).
- Workday to configure SAML configurations in one of each tenant type: implementation, sandbox, production. Customer to own any additional configurations in subsequent tenants as needed.

**13. Learning Transformation.**

The objectives of Learning Transformation are to:

- educate Customer on the importance of executing a transformation journey and the value of transformation,
- provide guidance and advice on various considerations related to a new learning model,
- align on a common vision and guiding principles that will define the path forward in delivering engaging learning experiences, and
- outline the implications of and operational considerations pertaining to a new learning model and leveraging Workday Learning.

**Learning Transformation Activities**

The time required to complete the Learning Transformation deliverables is based on the contents of the Project Scope section of this SOW.

- Estimated Duration is 4 Weeks, pending timely execution of this SOW and availability of resources and training
- Estimated Completion is before the start of the design sessions for Learning which occurs during the Architect stage

**Learning Transformation Scope Exclusions**

- This section is solely focused on Transformation Strategy Services associated with the Workday Learning.
- The execution of the outcomes from the transformation projects is not in scope.

**14. Staffing – Project Roles and Responsibilities.**

**14.1 Workday Roles.**

Workday shall 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	<ul style="list-style-type: none"> <li>• 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</li> <li>• Serves on the Steering Committee</li> </ul>
Engagement Manager	<ul style="list-style-type: none"> <li>• Manages the Project including directing Project activities based on the Project Plan</li> <li>• Provides status updates to both Workday and Customer team</li> </ul>
Foundation Tenant Services	<ul style="list-style-type: none"> <li>• Engaged in all activities and Deliverables related to the initial Foundation Tenant</li> </ul>

Team Member	Key Responsibility
Consultant(s)	<ul style="list-style-type: none"> <li>Responsible for providing Workday functional and technical knowledge and expertise on deployment activities and Deliverables</li> </ul>
Delivery Assurance	<ul style="list-style-type: none"> <li>Responsible for completing the Delivery Assurance checkpoints throughout the deployment</li> </ul>
Learning Transformation Strategist	<ul style="list-style-type: none"> <li>The Workday Learning Transformation Strategist is responsible for guiding organizational learning transformation and activities relating to a new Learning Strategy within the organization. The Learning Transformation Strategist will conduct a working session with the Customer, as well as address questions and provide best practice guidance regarding learning strategy to deliver the scope of transformation as outlined in the Statement of Work. The primary responsibility of the Learning Transformation Strategist is to manage the transformation strategy activities as defined in this SOW.</li> </ul>

#### 14.2 Customer Roles.

Customer shall 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)	<ul style="list-style-type: none"> <li>Responsible for championing the Project and accountable for budget</li> <li>Provides appropriate resources for Customer obligations</li> <li>Resolves escalations as needed</li> <li>Commits to attending Steering Committee meetings</li> </ul>
Project Manager(s)	<ul style="list-style-type: none"> <li>Co-owns Project Plan</li> <li>Manages Customer resources as needed</li> <li>Manages issues and decision logs. Escalates as needed</li> <li>Communicates weekly Project status to Customer Executive Sponsor(s) and Project stakeholders</li> <li>Owns all Customer activities such as change management, employee training, testing, Customer-built integration(s), third party deployments</li> </ul>
Change Management Lead and Support Resources	<ul style="list-style-type: none"> <li>Manage completion of change management activities</li> <li>Identify and engage support resources including communications, training, change network participants, etc.</li> <li>Provide insight on Customer relationships, stakeholders, culture, and other institutional knowledge of Customer</li> <li>Manage the internal review and sign-off of change deliverables</li> </ul>
Functional Leads/Subject Matter Experts	<ul style="list-style-type: none"> <li>Responsible for identifying, cleansing, and validating data to be converted</li> <li>Tests business processes and configuration</li> <li>Develops Customer-specific training and documentation</li> <li>Provides functional knowledge and expertise on business processes, data mapping, organizations, and system configurations</li> <li>Escalates to the Project Managers issues that may impact the Target Go-Live Date</li> </ul>
Integration Leads	<ul style="list-style-type: none"> <li>Provides technical knowledge and expertise on Customer's business processes, data mapping, organizations, and system configurations</li> <li>Develops Customer-provided integrations identified in SOW (if any)</li> <li>Infor Payroll / Benefits Consultant to Integrate Workday data with Infor Lawson Benefits &amp; Payroll.</li> </ul>

Team Member	Description of Role
Workday Administrator(s)	<ul style="list-style-type: none"> <li>• Workday “Tier 1” support when in Production</li> <li>• Point of contact for the Workday Production Support team</li> <li>• <b>Security Administrator:</b> maintains Customer’s security configuration</li> <li>• <b>Business Process Administrator:</b> manages Customer’s business processes</li> </ul>
Workday Adaptive Planning Administrator	<ul style="list-style-type: none"> <li>• Customer’s Workday Adaptive Planning Administrator for the Service 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.</li> </ul>
Test Manager	Oversees Customer’s testing strategy, resource plan, scenario tracking and reporting
Transformation Lead/Strategy Sponsor	<ul style="list-style-type: none"> <li>• The Customer Transformation Lead/Strategy Sponsor is Customer’s senior leader who is the primary interface with the Workday Learning Transformation Strategist. This Customer resource is integral in collaborating with the Executive Sponsor/Steering Committee to represent the Customer’s point of view to define the Learning Vision and Strategy for the organization. This resource is an active participant in the transformation strategy project and has the authority to represent the Customer and/or make decisions related to learning strategy, vision, and the operation. It is expected that the Transformation Lead/Strategy Sponsor will drive Customer activities and consolidate Customer input on key questions/activities, as necessary.</li> </ul>

**Customer Staffing Roles:**

**Initial Phase – Core HR:**

Fort Bend HCM				
	Plan	A&C	Test	Deploy
HCM/Onboarding	0.50	0.50	0.70	0.50
PM	0.50	0.50	0.50	0.50
Test Lead/Coordinator	0.20	0.50	0.60	0.50
CM Lead	0.25	0.50	0.60	0.25
Prod Support Manager	0.10	0.20	0.20	0.20

Note: Lead & Support/BA are calculated off total FTE. It is expected that the BA effort \*will increase\* in total effort, as well as in additional resources, during the testing phase

**Tech**

Reporting	Tech roles will vary based on number of reports, integrations, etc. and assignments between Workday and Customer
Integrations – Internal FBC Resources	
Integrations – Infor Resources	
Conversion	

**Phase 1.A – Recruiting Learning and Talent**

Fort Bend HCM				
	Plan	A&C	Test	Deploy
HCM/Onboarding	0.10	0.10	0.10	0.10
Recruiting	0.25	0.50	0.50	0.50
Learning	0.50	0.50	0.75	0.50
Talent	0.10	0.25	0.50	0.50
PM	0.50	0.50	0.75	0.75
Test Lead/Coordinator	0.20	0.50	0.60	0.20
Training & CM Lead	0.25	0.50	0.60	0.25
Prod Support Manager	0.10	0.20	0.20	0.20

Note: Test Lead & Change Mgmt. calculated off total FTE. It is expected that their effort \*will increase\* in total effort, as well as in additional resources, during the testing phase

**Tech**

Reporting	Tech roles will vary based on number of reports, integrations, etc. and assignments between Workday and Customer
Integrations	
Conversion	

**Phase 1B – Workforce Planning & People Analytics**

Fort Bend – Workforce Planning				
	Plan	A&C	Test	Deploy
HCM	0.20	0.20	0.20	0.20
Workforce Planning	0.25	0.50	0.75	0.50

People Analytics	0.20	0.20	0.20	0.20
PM	0.50	0.50	0.50	0.75
Test Lead/Coordinator	0.20	0.50	0.50	0.50
CM Lead	0.25	0.50	0.50	0.50
Production Support Manager	0.10	0.20	0.20	0.20

Note: Test Lead & Change Mgmt. calculated off total FTE. It is expected that their effort \*will increase\* in total effort, as well as in additional resources, during the testing phase

Technical	
Reporting	Tech roles will vary based on number of reports, integrations, etc. and assignments between Workday and Customer
Integrations	
Conversion	

## Services Agreement for Workday Technical Services

This Appendix D Services Agreement for Workday Technical Services (this “**Agreement**”), dated as of July 31, 2023 (the “**Effective Date**”), is by and between Precision Task Group, Inc., a Texas corporation, with offices at 9801 Westheimer Road, Suite 803, Houston, Texas 77042 (“**Vendor**”) and County of Fort Bend, with its address at 301 Jackson Street, Richmond, Texas 77469 (“**Customer**” and together with Vendor, the “**Parties**”, and each a “**Party**”). This Agreement is entered into under the terms and conditions of the DIR Contract DIR-TSO-4242 (“**DIR Contract**”), which are incorporated herein by reference.

WHEREAS Vendor is a reseller of certain Workday products and technical services under the DIR Contract;

WHEREAS Customer desires to retain Vendor to provide certain technical services, and Vendor is willing to perform such services under the terms and conditions of DIR Contract No. DIR-TSO-4242 and those hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor and Customer agree as follows:

### 1. Services.

1.1 Vendor and Workday Obligations. Vendor shall resell Workday Technical Services (“**Services**” or “**Technical Services**”) for its subcontractor, Workday, Inc. or other applicable and DIR approved subcontractor (*referred to as* “**Workday**” or “**Workday Subcontractor**” while Workday, Inc. *shall individually be referred to as* “**Workday, Inc.**”), to perform the Services in the form, type and manner provided in one or more statements of work that refer to this Agreement and upon execution by the parties are made a part hereof (each a “**Statement of Work**” or “**SOW**”).

1.2 Customer Obligations. Customer shall use the Services solely for its internal business purposes in accordance with the Statement of Work and not for the benefit of any third parties.

1.3 Change of Scope. During a project in a Statement of Work, new information may surface that may necessitate a change in business requirements resulting in a change in project scope, the estimated level of effort, project timeline, or the software’s features. Upon Customer’s request, such changes, and the associated fees for additional Technical Services to be provided, will be described in a document (a “**Change Order**”). Due to the complexity of some project Change Orders, Vendor may bill the Customer for the time required to scope and estimate the requested change by Workday Subcontractor. Vendor will advise Customer of the cost estimate if such a charge will apply. A completed Change Order includes the requested change, the impact on the current engagement under the applicable Statement of Work, and the estimated resources and time to complete the Technical Services for the work described in the Change Order. Vendor, either directly or through Workday Subcontractor,

will submit the Change Order to Customer for review and approval. 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 within the fifteen (15) business days, and Vendor has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval by Vendor, Workday Subcontractor will begin performing the Technical Services described in the Change Order according to the agreed-upon schedule under the applicable Statement of Work as may be modified by the Change Order.

1.4 Cooperation. Customer will cooperate with Vendor and Workday Subcontractor, will provide Vendor and Workday Subcontractor such assistance as Vendor and Workday Subcontractor may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the pertinent Statement of Work, including performing its obligations in accordance with any schedule set forth in a Statement of Work. Customer will appoint a Customer contact to the Vendor and Workday Subcontractor project manager responsible for the project. This contact, or a designated alternate, must be available on site or by phone at all times that Services are being provided and shall be knowledgeable with respect to the pertinent Statement of Work. Customer will provide Vendor and Workday Subcontractor accurate and complete information necessary for the implementation of the Services. Customer agrees to pay Vendor's then-current standard rates for any remedial work resulting from inaccurate or incomplete information provided by Customer. During the course of performance of this Agreement, Customer agrees to notify the Vendor's project manager of any problem, deficiency or dissatisfaction with respect to the Services or work being performed by Vendor and Workday Subcontractor, any Deliverable or any employee or contractor of Vendor or Workday Subcontractor. Customer shall so notify the project manager as soon as any such problem, deficiency or dissatisfaction is suspected or perceived by Customer. Customer acknowledges and agrees that if any phase of Vendor's or Workday Subcontractor's scheduled Services as set forth in the pertinent Statement of Work is delayed by more than 48 hours by any act or omission of Customer, including but not limited to Customer's failure to fulfill its obligations listed in this Section 1.4 or to make payments, the scheduled completion of the Services or individual phases of the Services as set forth in the pertinent Statement of Work may be delayed. In such event, the parties agree that any cost, schedule or milestone set forth in the pertinent Statement of Work will be adjusted accordingly. Customer will not be responsible for any extension period that is caused by circumstances solely within Vendor's or Workday Subcontractor's control.

1.5 Workday Subcontractor Roles. Each Workday Subcontractor team member's involvement will vary by task as defined in the project plan for each Statement of Work. Each Statement of Work will define the resource level and rates relevant to the work efforts defined in the Statement of Work. The Workday Subcontractor team listing does not preclude other Workday Subcontractor personnel from being involved in a project described in a Statement of Work, nor does it assure involvement of all those listed.

## 2. Fees and Expenses.

2.1 Fees and Payment. In consideration of the provision of the Services by the Vendor and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Statement of Work with fees pursuant to the Vendor's then current fee schedule on the DIR Contract Appendix C, Pricing Index. Payment to Vendor of such fees and the reimbursement of expenses pursuant to this Section 2 shall constitute payment in full for the performance of the Services. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable in accordance with Appendix A, Section 8.J. of DIR Contract No. DIR-TSO-4242. Vendor may send all Customer invoices electronically (by email or otherwise).

2.2 Expenses. Customer shall reimburse Vendor for all reasonable pre-approved expenses and necessary travel and living expenses incurred by Vendor in the performance of the Services under this Agreement and in accordance with the Texas Comptroller's Travel Management Guide. Upon Customer's written request, Vendor will submit supporting expense documentation and copies of receipts to Customer for expenses over Twenty-Five United States Dollars (\$25).

2.3 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 5.2 "Warranty Remedies", Section 6 "Infringement", or under the applicable Statement of Work, all payment obligations for Technical Services actually provided to Customer under any and all Statements of Work are non-cancelable and amounts paid are non-refundable.

2.4 Overdue Payments. If Customer's account is more than thirty (30) days past due (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by Law, Vendor reserves the right to suspend the Services, without liability to Customer, until such amounts are paid in full.

2.5 Possible Suspension of Technical Services. If Customer's account is more than thirty (30) days overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Vendor reserves the right to cease providing Technical Services to Customer, without liability to Customer, until such amounts are paid in full. In such event, completion of the Services or a particular phase thereof may be delayed and the schedule, costs or milestones for particular Services will be adjusted by Vendor to reflect any required changes.

2.6 Taxes. Taxes shall be handled in accordance with Appendix A, Section 8.E. of DIR Contract No. DIR-TSO-4242.

### 3. Proprietary Rights.

3.1 Workday Ownership. All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by a Workday Subcontractor or Vendor, in the course of performing Technical Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights

pertaining thereto (together the “**Workday Intellectual Property**”) vests in Workday. Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein.

3.2 License to the Third Party Intellectual Property. Subject to Section 3.1 above, and through the authorization of Workday, Vendor, grants to Customer a royalty-free, nontransferable and nonassignable term license to access and to use the Workday Intellectual Property that Workday Subcontractor incorporates into a Deliverable provided to Customer hereunder. Customer may only use the Deliverables in connection with its authorized use of the Workday software as a service application(s), as such is defined pursuant to the separate and independent Order Form and related subscription agreement and exhibits under the DIR Contract between the Vendor and the Customer and only during the Term set forth therein.

3.3 Customer Ownership. All Customer Confidential Information, and all personal identifiable information supplied by or personal identifiable information input by Customer or Customer authorized third parties, shall be, and remain, the property of Customer. Subject to Vendor’s or Subcontractor’s, as applicable, underlying Intellectual Property Rights, all right, title and interest in any Custom Integration developed solely by Customer shall vest in Customer. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Custom Integration should Subcontractor create any similar integration independently.

#### 4. Confidential Information.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement, except with the other party’s prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable standard of care).

4.3 Compelled Disclosure. 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 this Agreement provided the disclosing party 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.

4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to it, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.5 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the

other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. PII shall not be subject to the exclusions set forth in this Section.

4.6 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of PII is caused by Workday Subcontractor's breach of obligations under this Agreement, Vendor 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 PII may have been accessed or acquired, (c) providing credit monitoring service to individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, VENDOR AND WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

## 5. Warranties & Disclaimers.

5.1 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 applicable to it related to data privacy, international communications and the transmission of technical or personal data. Vendor warrants that (i) it and Workday shall perform the obligations described in each Statement of Work in a professional and workmanlike manner.; (ii) to the best of Vendor and Workday's knowledge, the Deliverable(s) does not contain any Malicious Code; and (iii) Vendor and Workday will not knowingly introduce any Malicious Code into the Deliverable(s).

5.2 Warranty Remedies. In the event of a breach of the foregoing warranty, set forth in Section 6.1 (i), (ii) and (iii), Vendor's subcontractor, Workday, shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to the Customer or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer prorated amounts paid for the defective Professional Service or Deliverable. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday or to Vendor to report to Workday, but no later than thirty (30) days after the first date the deficiency is identified by Customer. The remedies set forth in this subsection shall be Customer's sole remedy and Vendor's sole liability for breach of these warranties unless the

breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination for Cause."

5.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR 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 WITH RESPECT TO THE TECHNICAL SERVICES AND/OR RELATED DELIVERABLES. VENDOR DOES NOT WARRANT THAT THE TECHNICAL SERVICES AND/OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE TECHNICAL SERVICES AND DELIVERABLES.

6. Infringement and Indemnification. Infringement and Indemnification shall be handled in accordance with Appendix A, Section 10.A. of DIR Contract No. DIR-TSO-4242.

7. Limitation of Liability.

7.1 LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10.L. OF DIR CONTRACT NO. DIR-TSO-4242.

7.2 DIRECT DAMAGES. SUBJECT TO SECTION 7.1, THE PARTIES AGREE THAT WITH RESPECT TO VENDOR'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND VENDOR SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH; (ii) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEYS' FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH.

8. Term and Termination.

8.1 Term. The term of this Agreement shall commence on the Effective Date hereof and end upon termination in accordance herewith.

8.2 Termination by Customer. Except as set forth in a Statement of Work, Customer may terminate this Agreement or any Statement of Work at any time by giving Workday thirty (30) days prior written notice of termination.

8.3 Termination by Workday. Except as set forth in a Statement of Work, Vendor may terminate this Agreement or any Statement of Work by giving Customer thirty (30) days prior written notice in the event: (i) Customer repeatedly fails to perform its obligations under

this Agreement or a Statement of Work resulting in the inability of Workday Subcontractor to meet its obligations and time frame commitments, or (ii) it is determined that the information provided by Customer, or lack thereof, to Workday Subcontractor during the discovery stage is materially inaccurate.

8.4 Termination for Cause. Either party may terminate this Agreement or any Statement of Work for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) 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.

8.5 Effect of Termination. In the event that this Agreement is terminated, Workday shall immediately cease performance of all Technical Services and Customer shall pay Workday within thirty (30) days after the date of termination for all Technical Services performed by Workday and travel & living expenses incurred up to the cessation of such Technical Services.

8.6 Surviving Provisions. All provisions of this Agreement shall survive any termination or expiration of this Agreement, except for: section 1.1, and section 3.2. All SOW's in effect upon the date of termination of this Agreement shall continue in full force or effect unless earlier terminated in accordance with their respective terms.

8.7 Workday Roles. Each Workday team member's involvement will vary by task as defined in the project plan for each Statement of Work. Each Statement of Work will define the resource level and rates relevant to the work efforts defined in the Statement of Work. The Workday team listing does not preclude other Workday personnel from being involved in a project described in a Statement of Work, nor does it assure involvement of all those listed.

## 9. Miscellaneous.

9.1 Relationship of Workday Subcontractor. Workday Subcontractor 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 Customer and Workday Subcontractor. There are no third-party beneficiaries to this Agreement.

9.2 Use of Subcontractors. In the course of providing the Technical Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to third parties ("Workday, Inc.'s Subcontractors"). In such instances, Customer agrees that Workday may provide information Workday receives in connection with this Agreement to the applicable Subcontractors for the purpose of the Technical Services and related administration. In addition, excluding claims for bodily injury or death of any person or damage to real and/or tangible personal property caused by recklessness and/or willful misconduct, Customer agrees not to bring or enforce a claim of any nature relating to this Agreement or any of the Technical Services or Deliverables against any Workday, Inc.'s Subcontractor, nor any partner, principal or personnel of such Workday, Inc.'s Subcontractor.

9.3 Entire Agreement. DIR Contract No. DIR-TSO-4242 this Agreement, including all exhibits and addenda hereto and all SOWs and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of DIR Contract No. DIR-TSO-4242 shall take precedence over provisions of the body of this Agreement and over any other exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Statement of Work, the terms of such exhibit, addendum or Statement of Work shall prevail. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall 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 shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures.

## 10. Definitions

### 10.1 Definitions.

10.2 “Confidential Information” means (a) Personally Identifiable Information; (b) each party’s business or technical information, including but not limited to any information relating to software plans, designs, documentation, training materials, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how 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 (c) the terms, conditions and pricing of this Agreement (but not its existence or parties).

10.3 “Configured Integration” means any standard Workday-supported integration or interface between third party applications or service providers and the Workday Service, which are subscribed to by Customer as part of the Workday Service. Configured Integrations are part of the Workday Service and, as such, are provided with ongoing support by Workday in accordance with Workday’s then-current Production Support and Service Level Availability Policy.

10.4 “Custom Integration” means any integration or interface between third party applications or service providers and the Workday Service that are developed either (i) by Customer, (ii) by a partner or third party acting on Customer’s behalf pursuant to a separate

and independently executed third party agreement, or (iii) by Workday pursuant to a Statement of Work. Custom Integrations are deployed, maintained and supported by Customer and are not part of the Workday Service.

10.5 “Deliverables” means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Technical Services for delivery to Customer.

10.6 “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.

10.7 “Laws” means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

10.8 “Personally Identifiable Information” or “PII” means any and all individually identifying information related to former, current or prospective employees, consultants, contingent workers, independent contractors or retirees of Customer that is accessed, disclosed, provided, obtained, created, generated, scanned, entered, collected or processed in connection with the Technical Services.

10.9 “Technical Services Fees” means all amounts invoiced and payable by Customer for Technical Services.

10.10 “Workday Service” means Workday Inc.’s software-as-a-service applications provided to Customer pursuant to the separate and independent Master Subscription Agreement between the parties.

10.11 “Workday Web Services” are an industry-standard set of integration services that enable the exchange of data between the Workday Service and third-party systems used by Workday, Inc. customers.

[SIGNATURE PAGE FOLLOWS ON PAGE 10]

IN WITNESS WHEREOF, this Appendix D Workday Technical Services Agreement is agreed to by the parties below and entered into as of the Effective Date.

FORT BEND COUNTY

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

PRECISION TASK GROUP, INC.

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Michael Baudler  
Authorized Agent- Printed Name

\_\_\_\_\_  
CFO

\_\_\_\_\_  
Title

\_\_\_\_\_  
July 13, 2023

\_\_\_\_\_  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

**EXHIBIT A**  
**STATEMENT OF WORK #**

**ORDER FORM P00365682.0  
TO THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES  
CONTRACT DIR-TSO-4242 (“AGREEMENT”)**

<b>Reseller Name</b>	Precision Task Group, Inc. or PTG (hereinafter, the “Reseller”)
<b>Customer Name</b>	County of Fort Bend
<b>Workday Entity</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>Agreement Effective Date</b>	See Agreement executed herewith
<b>Order Effective Date</b>	The later of the dates of the parties’ signatures on the Signature Document
<b>Order Term</b>	July 31, 2023 through July 30, 2033
<b>Currency</b>	USD
<b>Total Fee for the Workday Service</b>	6,926,097
<b>Tenant Base Name</b>	Fortbendcountytx

**Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Agreement, invoiced upon Order Effective Date	201,454
2	Due on First anniversary of the Order Term start date	537,168
3	Due on Second anniversary of the Order Term start date	723,378
4	Due on Third anniversary of the Order Term start date	737,116
5	Due on Forth anniversary of the Order Term start date	751,129
6	Due on Fifth anniversary of the Order Term start date	765,422
7	Due on Sixth anniversary of the Order Term start date	780,001
8	Due on Seventh anniversary of the Order Term start date	794,874
9	Due on Eighth anniversary of the Order Term start date	810,041
10	Due on Ninth anniversary of the Order Term start date	825,514
	<b>Total Payment Amount</b>	<b>6,926,097</b>

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

**Fees Table for the Workday Service**

Period for the Workday Service (the “Period”)	Date Range	Fee
1	July 31, 2023 through July 30, 2024	339,959
2	July 31, 2024 through July 30, 2025	494,583
3	July 31, 2025 through July 30, 2026	709,725
4	July 31, 2026 through July 30, 2027	723,921
5	July 31, 2027 through July 30, 2028	738,399
6	July 31, 2028 through July 30, 2029	753,167
7	July 31, 2029 through July 30, 2030	768,230
8	July 31, 2030 through July 30, 2031	783,594
9	July 31, 2031 through July 30, 2032	799,267
10	July 31, 2032 through July 30, 2033	815,252
	<b>Total Fee</b>	<b>6,926,097</b>

The Fees Table for the Workday Service provides the Fees for the Workday Service for each applicable Period. The Fee for the Workday Service for Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Term, any increases due to CPI (also defined below) are

waived. Customer understands that the Fees above for the Workday Service reflects Customer's planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Fees for the Workday Service.

**Workday Service Right to Use Table**

SKU	Service	Pricing Metric	Scope of Right to Use for the Workday Service
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
CCTPP**	Cloud Connect for Third Party Payroll	FSE*	Full Enterprise (All Non-United States employees only)
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
PLNW	Workforce Planning	FSE*	Full Enterprise
PPLA	People Analytics	FSE*	Full Enterprise

\*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.

\*\*Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM minus contingent workers.

**Full-Service Equivalent ("FSE") Count Table**

FSE Population Category	Baseline FSE Count
Full Enterprise	3,140
Full Enterprise (Non-United States employees only)	3,140

**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	Customer Support	Agreement Contact
Contact Name	Robyn Doughtie	Robyn Doughtie	Robyn Doughtie
Street Address	301 Jackson St	301 Jackson St	301 Jackson St
City/Town,	Richmond	Richmond	Richmond
State/Region/County,	Texas	Texas	Texas
Zip/Post Code,	77469	77469	77469
Country	United States	United States	United States
Phone/Fax #	281.341.4574	281.341.4574	281.341.4574
Email (required)	<a href="mailto:Robyn.Doughtie@fortbendcountytx.gov">Robyn.Doughtie@fortbendcountytx.gov</a>	<a href="mailto:Robyn.Doughtie@fortbendcountytx.gov">Robyn.Doughtie@fortbendcountytx.gov</a>	<a href="mailto:Robyn.Doughtie@fortbendcountytx.gov">Robyn.Doughtie@fortbendcountytx.gov</a>

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 effective date of this Order Form, there is no value attributed to any of the Downloadable Components.

This order form (including all of the attachments hereto, collectively this "Order Form") is by and between the customer entity stated above ("Customer") and Precision Task Group Inc., an authorized reseller of the Workday Service (as defined herein) ("Reseller") and is valid and binding as of the later of the dates of the parties' signatures and is subject to and governed by DIR CONTRACT NO. DIR-TSO 4242 and the Appendix 1 Terms of this Order Form, which include, the Workday Production Support and Service-Level Availability Policy, the Workday Universal Security Exhibit, the Workday SLA Service Credit Exhibit, and the Workday Universal Data Processing Exhibit, all of which are incorporated herein by reference and/or set forth in Appendix 1 hereto (collectively, the "SA"). The parties also agree to the terms in the attached Addendums A, B, C, D, E and F. The Workday Learning SKU (if applicable) is also subject to the terms in Addendum C attached hereto (the "Learning Terms Addendum"). The Workday Media Cloud SKU (if applicable) is also subject to the terms in Addendum D attached hereto (the "Media Cloud Terms Addendum"). Workday Adaptive Planning related SKUs (if applicable) is also subject to the terms in Addendum E attached hereto (the "Planning Terms Addendum"). Workday Innovation Services related SKUs (if applicable) is also subject to the terms in Addendum F attached hereto (the "IS Terms Addendum"). For purposes of clarity, the parties understand and agree the "IS Data" and "Media Cloud Content" (as defined in the product specific addenda terms hereunder) are not "Customer Data." In the event of a conflict between the terms of the DIR CONTRACT NO. DIR-TSO 4242 and the terms of this Order Form (including all attachments hereto), the terms of the DIR CONTRACT NO. DIR-TSO 4242 shall prevail.

NEITHER WORKDAY, INC. NOR ANY OF ITS AFFILIATES IS A PARTY TO THIS ORDER FORM OR ANY OF ITS ATTACHMENTS. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS CONTRACTING DIRECTLY WITH RESELLER AND NOTHING CONTAINED HEREIN IS INTENDED TO CREATE A DIRECT CONTRACTUAL RELATIONSHIP BETWEEN CUSTOMER AND WORKDAY, INC. OR ITS AFFILIATES OR TO CREATE ANY RIGHTS OR REMEDIES OF CUSTOMER AGAINST WORKDAY, INC. OR ITS AFFILIATES. CUSTOMER EXPRESSLY AGREES THAT (I) WORKDAY IS A THIRD PARTY BENEFICIARY TO THIS ORDER FORM AND MAY ENFORCE ANY AND ALL PROVISIONS OF THIS ORDER FORM AGAINST THE CUSTOMER, AND (II) NEITHER CUSTOMER NOR ANY AUTHORIZED PARTY OR OTHER THIRD PARTY IS A THIRD PARTY BENEFICIARY TO ANY AGREEMENT BETWEEN WORKDAY AND RESELLER. RESELLER AND WORKDAY'S PROVISION OF THE WORKDAY SERVICE AND/OR ANY TECHNICAL SERVICES TO CUSTOMER SERVES AS CONSIDERATION FOR CUSTOMER'S OBLIGATIONS IN THESE TERMS.

For the avoidance of doubt, any Technical Services provided by Reseller or its subcontractors (including Workday) will be subject to a separate and independent Technical Services Agreement (as defined in Appendix 1 hereto).

In accordance with the Section 11.1(B) of Appendix A of DIR-TSO-4242, Customer and PTG agree that for disputes not resolved in the normal course of business or as otherwise provided for in Sec. 2251.051 Texas Government Code, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used. In addition to the foregoing, and as it relates specifically to the Workday Service, Customer agrees that continued performance shall not be required during a dispute where Workday (acting in good faith) is seeking or has obtained an injunction due to a Customer's violation of Workday's Intellectual Property Rights as set forth herein.

This Order Form is subject to and governed by the SA. In the event of a conflict, the provisions of this Order Form take precedence over the SA. The parties agree that the following product-specific Addenda are hereby added to the Order Form and incorporated herein:

- a. Addendum A - Additional Order Form Terms
- b. Addendum B - Workday Service SKU Descriptions
- c. Addendum C - Workday Learning Additional Terms and Conditions
- d. Addendum D - Workday Media Cloud Additional Terms and Conditions
- e. Addendum E - Workday Adaptive Planning Services Terms and Conditions
- f. Addendum F - Workday Innovation Services Terms and Conditions

Any Service SKU described in this Order Form is a Covered Service under the Workday Universal Data Processing Exhibit and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to [accounting@ptg.com](mailto:accounting@ptg.com).

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON RESELLER RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON July 31, 2023 ("Deadline"). Notwithstanding the foregoing, Reseller reserves the right to accept an Order Form signed after the Deadline in Reseller's sole

discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

FORT BEND COUNTY

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

PRECISION TASK GROUP, INC.

  
\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Michael Baudier  
Authorized Agent- Printed Name

\_\_\_\_\_  
CFO  
Title

\_\_\_\_\_  
July 13, 2023  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

**ADDENDUM A**  
**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 Agreement. The Total Fee for the Workday Service is based on the maximum indicated in the Workday Service right to use Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Workday Service right to use 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	3,049	100.0%	3,049
Part-Time Employees	240	25.0%	60
Associates	241	12.5%	31
Former Workers with Access	0	2.5%	0
<b>Total FSE Count:</b>	<b>3,530</b>		<b>3,140</b>

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 thirty 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 thirty 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 right to use 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. Growth and Expansion.**

**A. Annual Reporting Obligation.**

Customer will report to [workday@ptg.com](mailto:workday@ptg.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 Right to Use 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 Workday Service Right to Use Table unless stated otherwise within this table	237.03
CCTPP	22.62

**B. Growth Event Reporting Obligation.**

In addition to the Annual Reporting Obligation, if Customer exceeds any Right to Use Rights by 15% or more (“Growth Event”) as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Right to Use Rights to [workday@ptg.com](mailto:workday@ptg.com) within 30 days of the Growth Event. Customer agrees to pay fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

**4. Renewal.**

Customer may renew its agreement for the Service by notifying Reseller prior to the end of the Order Term and Reseller will generate a new Order Form for a single three-year renewal term (“Renewal Term”) at the below pricing:

**Renewal Table**

Renewal Term Years	Annual Renewal Fees for the Workday Service
1st year of Renewal Term	Base Fee for the Workday Service x (1+ (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Fee for the Workday Service x (1+ (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Fee for the Workday Service x (1+ (5% Innovation Index + Renewal Term CPI))

The “Base Fee” means the Fee for the Workday Service for the final Period listed in the Workday Service Right to Use Fees Table. If the final Period is a partial year, Base Fee is the annualized value of the final Annual Period Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal 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 Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or right to use for a Renewal Term that are not included in the Base Fee, fees for those items will be in addition to the fees anticipated under this section.

**5. 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 Fees for the Workday Service based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.

**6. 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.

IN WITNESS WHEREOF, this Addendum A is agreed to by the parties below and entered into as of the Order Effective Date.

FORT BEND COUNTY

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

PRECISION TASK GROUP, INC.

  
\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Michael Baudler  
Authorized Agent- Printed Name

\_\_\_\_\_  
CFO  
Title

\_\_\_\_\_  
July 13, 2023  
Date

**ADDENDUM B  
WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

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

Service	Description
Core Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core 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).
Talent Optimization	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. This SKU requires customers to maintain an active right to use to Innovation Services and opt-in to the corresponding Innovation Service.
Cloud Connect for Third Party Payroll.	Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third-party payroll provider).
Learning	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	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	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.
Workforce Planning	Workforce Planning provides the ability for Customer to create workforce planning models for the purpose of supporting the workforce planning process. Workers may interact with the workforce planning models for the purposes of data entry, forecasting, reporting, and analysis.
People Analytics	People Analytics is a pre-configured analytic application that uses augmented analytics to provide insights into a variety of workforce trends based on data in Workday. People Analytics has a standard data model and works on a defined set of Workday data sources. This SKU requires customers to maintain an active right to use to Innovation Services and opt-in to the corresponding Innovation Service.

IN WITNESS WHEREOF, this Addendum B is agreed to by the parties below and entered into as of the Order Effective Date.

**FORT BEND COUNTY**

**PRECISION TASK GROUP, INC.**

\_\_\_\_\_  
 KP George, County Judge

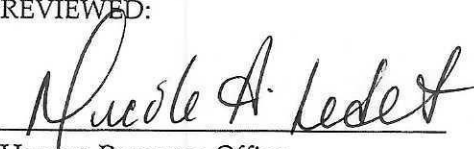
  
 \_\_\_\_\_  
 Authorized Agent – Signature


\_\_\_\_\_  
 Date

Michael Baudler  
 \_\_\_\_\_  
 Authorized Agent- Printed Name

ATTEST:  
 \_\_\_\_\_  
 Laura Richard, County Clerk

CFO  
 \_\_\_\_\_  
 Title  
 July 13, 2023  
 \_\_\_\_\_  
 Date

REVIEWED:  
  
 \_\_\_\_\_  
 Human Resource Office

  
 \_\_\_\_\_  
 Information Technology Office

## ADDENDUM C

### WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Workday Learning Additional Terms and Conditions (these "Learning Terms") are subject to and governed by this Order Form (inclusive of the SA and all associated Exhibits) and, except as otherwise set forth herein, apply to Workday Learning. Unless otherwise defined herein, capitalized terms used in these Learning Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). The parties agree that these Learning Terms apply exclusively to the use of Workday Learning and do not otherwise amend the terms of the Order Form (inclusive of the SA and all associated Exhibits). Notwithstanding anything to the contrary in the Order Form (inclusive of the SA and all associated Exhibits) and solely with respect to Workday Learning provided hereunder, in the event of a conflict, the provisions of these Learning Terms shall take precedence over provisions of the body of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Customer understands, and the parties agree, that Section 8(A)(I) ("Data Location") of Section 8 of the DIR Contract No. DIR-TSO-4242 titled "Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts", as amended by Section 3.B. of Amendment 2, shall not apply to the Workday Learning Service. Customer acknowledges that Course Content and Media Cloud Content are not Customer Data as defined in the SA.

#### 1. Permitted Scope of Use

Customer may use Workday Learning only for the internal business purposes of Customer and its Affiliates for training and developing its internal workforce limited to its Employees or Workers having an Active Record in the HCM Service and that are included in the number of FSE Workers in a current Order Form. Learning includes unlimited storage for Media Cloud Content (defined in the Media Cloud Terms Addendum) for Customer's learning programs and unlimited bandwidth. All use of Media Cloud, both with Learning and with any other Service applications, is subject to the terms and conditions set forth in the Media Cloud Terms Addendum.

#### 2. Course Content

Workday Learning provides Customer with the opportunity to build and promote to its workforce customized learning programs, lessons, and campaigns created through use of the Workday Learning Service ("Courses"). Courses may include links to or otherwise incorporate Media Cloud Content. Customer is solely responsible for all content of Courses it creates in Workday Learning, including any related Media Cloud Content ("Course Content"). Customer must obtain and maintain all necessary rights, consents, permissions and licenses to transfer, convert, input or upload Course Content into Workday Learning and to publish, broadcast, and otherwise make any such Course Content available to its users. Customer is responsible for obtaining all applicable licenses and authorizations for streaming or displaying Course Content to its users in any and all locations from which Customer's users access the Workday Service. To the extent Customer is not the sole owner of any Course Content, Customer is solely responsible for complying with the content owner's applicable terms of use and all Laws applicable to use of such Course Content, both from where Course Content is accessed and where Course Content is displayed. To the extent permitted by law, Customer agrees to be responsible for any losses arising out of or relating to any third-party claim concerning Course Content or Customers' violation of the applicable Acceptable Use Policies (defined in the Media Cloud Terms Addendum). Customer grants Workday, its service providers and subcontractors, and its and their Affiliates, all right and licenses to access, publish and use Course Content for the purposes of providing the Learning Service and/or to comply with the Laws or requests of a governmental or regulatory body.

V22.11

[Signature Page Follows]

IN WITNESS WHEREOF, this Addendum C is agreed to by the parties below and entered into as of the Order Effective Date.

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Baudler  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
CFO  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
July 13, 2023  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

**ADDENDUM D**  
**WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM**

These Workday Media Cloud Additional Terms and Conditions (“**Media Cloud Terms**”) apply only to Workday’s Media Cloud. Unless otherwise defined, capitalized terms used in these Media Cloud Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). These Media Cloud Terms, which are subject to and governed by the Order Form (inclusive of the SA and all associated Exhibits) except as otherwise set forth herein, apply to Media Cloud and Media Cloud Content (as defined below). The parties expressly agree that these Media Cloud Terms apply uniquely to Media Cloud and Media Cloud Content and do not in any way amend the terms of the Order Form (inclusive of the SA and all associated Exhibits). Notwithstanding anything to the contrary in the Order Form (inclusive of the SA and all associated Exhibits) and solely with respect to Workday Media Cloud provided hereunder, in the event of a conflict, the provisions of these Media Cloud Terms shall take precedence over provisions of the body of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Customer understands, and the parties agree, that Section 8(A)(I) (“Data Location”) of Section 8 of the DIR Contract No. DIR-TSO-4242 titled “Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts”, as amended by Section 3.B. of Amendment 2, shall not apply to the Workday Media Cloud Service. Customer acknowledges that Media Cloud Content is not Customer Data as defined in the SA.

1. **Provision of Media Cloud.** “**Media Cloud**” consists of Workday’s storage, encoding, caching, playback, streaming, and related service components for Media Cloud Content as provided by Workday for customers of the Service. Media Cloud components are hosted or delivered by third party service providers as described on Workday’s Subprocessor List at <https://www.workday.com/en-us/legal/subprocessors.html> (collectively, “**Media Cloud Subprocessors**”). Workday may change its Media Cloud Subprocessors or move portions of Media Cloud into a Workday hosted co-location data center. Workday shall provide prior notice of a change to any Media Cloud Subprocessor through its standard customer communication methods (i.e. Workday’s Subprocessor List, Community posts, etc.). Workday is not required to escrow third-party source code that is used in providing Media Cloud.

2. **Media Cloud Content.** Media Cloud Content is Confidential Information subject to the Agreement. “**Media Cloud Content**” means:

- (1) all video, audio, live stream and packaged e-learning content (such as SCORM, AICC, xAPI, CMI-5 or other formats) (referred to herein as “Packaged Media Content”) either (A) uploaded by or for Customer to Media Cloud through any Service application including Workday Drive, (B) recorded or created by or for Customer within a Service application using any Media Cloud features, or (C) auto-generated by Media Cloud in connection with items (1)(A) or (1)(B);
- (2) any images, thumbnails, closed-captions, text transcripts, presentation slides, tracking data, annotations, questions, responses, and other metadata related to any Media Cloud Content listed in Section 2, item (1); and
- (3) all content retrieved by Media Cloud from a third-party API that is either publicly available or for which Customer has obtained and provided valid credentials to the Service to import such content into Media Cloud.

3. **Player for Packaged Media Content.** Workday Media Cloud offers an optional “**Player for Packaged Media Content**”. The Player for Packaged Media Content is not part of the Service and is not covered under Workday’s existing audit reports, security exhibits, data processing terms, or the Workday Customer Audit Program. Workday shall provide support for the Player for Packaged Media Content consistent with Workday’s standard support policy. Customer is licensed to use the Player for Packaged Media Content solely in support of Customer’s use of the Learning Service.

4. **Customer Rights and Obligations.** Customer shall use Media Cloud only in connection with authorized use of the Service for the benefit of Customer, its Affiliates, and its Authorized Parties covered under a current agreement. Customer shall use Media Cloud only in accordance with these Media Cloud Terms. Customer shall:

(1) maintain all licenses, consents, rights, permits, and authorizations necessary for transferring, uploading, publishing, broadcasting, streaming and displaying Media Cloud Content in all locations from which Customer's or its Affiliate's users access the Service and for the public use of external sites as referenced above; (2) to the extent Customer is not the sole owner of any Media Cloud Content, comply with the content owner's applicable terms of use; (3) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, the Media Cloud AUPs; (4) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, all Laws applicable to use of Media Cloud Content, both from where Media Cloud Content is accessed and where Media Cloud Content is displayed; and (5) be responsible for the transfer of personal data or other sensitive data to Media Cloud. Customer acknowledges that Media Cloud is not intended for storage or transmission of sensitive personal data or credit card data. Customer shall not upload or transmit Protected Health Information as defined in 45 C.F.R. §160.103 ("PHI") in or to Media Cloud, and Customer shall, to the extent permitted by law, be responsible for any losses arising out of or relating to any third-party claim concerning Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates, Authorized Parties, or its users. Customer acknowledges that content provided by Workday and third parties, as well as content catalog listing information, is not part of the Service, and Customer shall use such content in accordance with the content provider's terms of use and privacy policies.

**5. Media Cloud AUPs.** "Media Cloud AUPs" means Workday's Learning and Media Cloud AUP, which also incorporates by reference Acceptable Use Policies of each applicable Media Cloud Subprocessor. The current version of the Media Cloud AUPs can be found at <https://community.workday.com/aup-learning> and is subject to change at the discretion of Workday and each applicable Media Cloud Subprocessor at any time. Workday may suspend Customer's access to Media Cloud at any time if Workday or a Media Cloud Subprocessor reasonably believes Customer has violated, or intends to violate, the Media Cloud AUPs or these Media Cloud Terms. To the extent practicable, Workday will only suspend Customer's right to access or use the instances, data (including Media Cloud Content), or portions of Media Cloud that caused the suspension. Any such suspension will not be deemed a breach of the Agreement by Workday. Customer shall cooperate with Workday and its Media Cloud Subprocessors in the investigation of any actual or alleged violation of the Media Cloud AUPs.

**6. Ownership and Reservation of Rights.** As between Workday and Customer, Customer retains all ownership in the Media Cloud Content uploaded to Media Cloud by any Authorized Party of Customer. Notwithstanding the foregoing, Workday or its suppliers retain all ownership in Media Cloud Content that it makes available for Customer use. Workday is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Customer. Workday and its suppliers retain all ownership in all components of Media Cloud. Customer is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Workday.

**7. Security.** Workday shall comply with the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Media Cloud leverages a third-party Content Delivery Network to deliver Media Cloud Content to Customer end users. Packaged Media Content and other Media Cloud Content will not be considered Customer Data (or equivalent term in the Agreement).

**8. Data Processing Terms.** All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html> (the "Workday Universal DPE").

**9. Support.** Customer acknowledges that (1) Workday may provide support for Media Cloud from Canada and other Workday support locations, including access to Customer's Media Cloud Content in connection with such support and (2) to the extent Customer elects to use any third party tool or website to diagnose and troubleshoot any issues with Customer's Media Cloud Content or use of Media Cloud, even if recommended by Workday, to the extent permitted by law, Customer will be solely responsible for all losses arising out of or relating to Customer's use of any such third party tool or website.

**10. Media Cloud Term and Termination.** Notwithstanding anything to the contrary in the Agreement or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these Media Cloud Terms shall commence on the Order Effective Date and continue through the end of the term of the Agreement. Unless Customer has a right to use the Learning Service, then Customer may terminate these Media Cloud Terms by providing formal written notice in accordance with the notice requirements in the Agreement. As of the effective date of termination of these Media Cloud Terms: (1) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (2) Customer will no longer provide any Media Cloud Content; and (3) Workday will delete all of Customer's Media Cloud Content in a timely manner. Except for Customer's right to use Media Cloud, the provisions herein will survive any termination or expiration of these Media Cloud Terms. Customer acknowledges that Media Cloud Terms must be in place for Customer to use certain features of other Service applications, such as Learning.  
v22.3

IN WITNESS WHEREOF, this Addendum D is agreed to by the parties below and entered into as of the Order Effective Date.

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Baudler  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
CFO  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
July 13, 2023  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

**ADDENDUM E**  
**WORKDAY ADAPTIVE PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM**

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

The parties agree that these Planning Terms apply exclusively to the use of the PLNSKU. Notwithstanding anything to the contrary in DIR Contract No. DIR-TSO-4242 or the SA and all associated Exhibits and solely with respect to the PLNSKU, in the event of a conflict, the provisions of these Planning Terms shall take precedence over provisions of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Additionally, Customer understands and agrees that as it relates to the PLNSKU only (for Financial Planning and Workforce Planning), the parties agree that under Section 8 of the DIR Contract No. DIR-TSO-4242 titled “Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.”, as amended by Section 3.B. of Amendment 2, the following modified language hereby applies in lieu of the existing language in Section 8(A)(I) (“Data Location”): *“Except as expressly detailed below in this section entitled Data Location, and regardless of any other provision of this Contract or its incorporated or referenced documents, whenever Vendor or Workday handle or access any Customer Data, or any derivatives from it, all of such data and derivatives shall remain, and only be accessed, always and exclusively within and from the contiguous United States (CONUS). Notwithstanding the immediately foregoing provision, Vendor and Workday (including its subprocessors) may provide operational support and customer service from its facilities outside of CONUS, provided that access to Customer Data and derivatives from it is limited to the types, amounts, and duration necessary to provide such service. CUSTOMERS SHOULD EVALUATE THEIR SPECIFIC SECURITY NEEDS AND WHETHER VENDOR’S ASSETS, SERVICES, AND PRACTICES SATISFY THEM.”*

1. **Documentation.** The Documentation for PLNSKU (<https://adaptiveplanning.doc.workday.com>) applies in lieu of any other Workday Documentation.
2. **Support.** Support for PLNSKU is provided as set forth in the SLA for Planning (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>). Unless otherwise stated in the Workday Service SKU Descriptions Addendum included in this Order Form, 24x7 Support (formerly “Premier Support”) will apply. 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 Agreement.
  - (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 (currently located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>) shall govern PLNSKU. PLNSKU is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit.

5. **Subprocessor List.** “**Subprocessor List**” means the list (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU.
6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Workday Adaptive Planning or successor third-party audit report (“**Planning SOC2**”). For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. All background checks will be conducted pursuant to the Planning SOC2. PLNSKU has separate ISO 27001, ISO 27018, and ISO 27701 certifications that apply in lieu of Workday ISO certifications.
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, to the extent any of the following relates to an identified or identifiable natural person, (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as described in the Payment Card Industry data security standards; or (iii) special categories of personal data regulated under Article 9 of the General Data Protection Regulation.

v22.3

IN WITNESS WHEREOF, this Addendum E is agreed to by the parties below and entered into as of the Order Effective Date.

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Baudler  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
CFO  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
July 13, 2023  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

**ADDENDUM F**  
**WORKDAY INNOVATION SERVICES TERMS AND CONDITIONS ADDENDUM**

These Workday Innovation Services Terms and Conditions (these “IS Terms”) are subject to and governed by the Appendix 1, SA, of the Order Form (the “SA”), and, except as otherwise set forth herein, apply to all Innovation Services (each, an “Innovation Service” and, collectively, “Innovation Services”) offered by Workday. Unless otherwise defined herein, capitalized terms used in these IS Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). The parties agree that these IS Terms apply exclusively to the use of Innovation Services and IS Data (each as defined below) and do not otherwise amend the terms of the Order Form (inclusive of the SA and all associated Exhibits). Customer understands, and the parties agree, that the restrictions set forth in Section 8(A)(I) (“Data Location”) of Section 8 of the DIR Contract No. DIR-TSO-4242 titled “Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts”, as amended by Section 3.B. of Amendment 2, shall not apply to the Innovation Services. Notwithstanding anything to the contrary in the Order Form (inclusive of the SA and all associated Exhibits) and solely with respect to the Innovation Services provided hereunder, in the event of a conflict, the provisions of these IS Terms shall take precedence over provisions of the body of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Additionally, Customer understands and agrees that “Appendix A, Section 6. Product Terms and Conditions” of the DIR Contract does not apply to any Innovation Services dependent SKUs. Instead, Customer acknowledges that Workday will make good faith, commercially reasonable efforts to develop an Accessibility roadmap for the foregoing products that align with Workday’s current product development approach for Accessibility generally. In addition, at Customer’s request during the Term, Workday agrees to meet with Customer to discuss Workday’s ongoing plans regarding Accessibility and Workday’s product plans. Customer will submit a meeting request through Workday’s support case management system and Customer and Workday will meet to discuss.

**1. For Purposes of these IS Terms:**

“Customer Results” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data; provided that Workday Results shall never be classified as Customer Results;

“Workday Results” means any and all analytics, trends, analyses, processes, aggregations, reports and results generated from IS Data that has undergone processing by Workday such that it can no longer be used to identify, directly or indirectly Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person; and

“Results” means, collectively, Customer Results and Workday Results.

**2. Innovation Services.** Subject to these IS Terms and the applicable service description posted on Workday’s Community site (each, a “Service Description”), Customer may access and use Innovation Services to enhance and optimize Customer’s experience with the Service (or such equivalent term in the Agreement). Customer determines which Innovation Service(s) to participate in by actively enabling such Innovation Service(s) inside its Tenant (“IS Enablement”). Unless otherwise indicated in a Service Description or agreed in an Order Form, all Innovation Services are part of the Service, will be delivered with no additional fees to the Customer, and will be provided in English only. For clarity, these IS Terms apply to all Innovation Services, including but not limited to (a) those purchased under an order form and (b) those delivered with no additional fees and enabled in Customer’s Tenant.

**3. Innovation Services Data.** In these IS Terms, the data that Customer provides to Innovation Services is referred to as “IS Data”. An explanation of what IS Data must be contributed in order to utilize a specific Innovation Service is included in the applicable Service Description. IS Data is not considered Customer Data (or such equivalent term in the Agreement) but will be protected as Confidential Information under the Agreement and protected as described in these IS Terms, the Workday Universal Security Exhibit, and the Workday Universal DPE. IS Data will be used by Workday only in accordance with the applicable Service Description, these IS Terms, and the Agreement. Customer has no obligation to contribute IS Data but

Customer's right to participate in any specific Innovation Service(s) and receive Results (as defined above) is conditioned on Customer contributing IS Data. Customer can stop contributing IS Data at any time through the IS Enablement process (by disabling a specific Innovation Service).

4. **Workday Obligations.** Workday shall not use IS Data except to (i) provide and improve Innovation Services, (ii) generate Results, (iii) prevent or address service or technical problems, and (iv) verify Service Improvements, each in accordance with these IS Terms and the Documentation (as defined in the Agreement), or in accordance with Customer's instructions.
5. **Customer Obligations.** Customer is responsible for obtaining and verifying it has all authorizations, consents, and rights necessary to utilize Innovation Services and contribute IS Data in accordance with these IS Terms, each Service Description and applicable Law. Customer shall not contribute IS Data that contains Protected Health Information as defined in 45 C.F.R. §160.103 ("PHI") if such contribution is prohibited under the applicable Service Description.
6. **Proprietary Rights and Licenses.**
  - 6.1. Subject to these IS Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use the Innovation Services, including, if applicable, any third-party content Workday makes available to Customer through any Innovation Service ("IS Content") and Results, solely for the internal business purposes of Customer and its Affiliates, to the extent included in Customer's current right to use to Service applications.
  - 6.2. Subject to these IS Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the Workday Universal DPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import, and format IS Data for the purposes set forth in the Workday Obligations Section above. As between the parties, Customer owns all IS Data and Customer Results and Workday and its licensors own the Innovation Services, IS Content, and all Workday Results.
7. **Security.** For each Innovation Service, Workday has implemented and will maintain appropriate technical and organizational measures designed to protect IS Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to, as set forth in the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the "**Workday Universal Security Exhibit**") which is incorporated into these IS Terms by this reference. Unless otherwise set forth in a Service Description, Innovation Services are not in scope for Workday's third-party audit reports (i.e., SOC1, SOC2, ISO Certification).
8. **Data Processing Terms.** All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (the "**Workday Universal DPE**") which is incorporated into these IS Terms by this reference.
9. **Deletion of IS Data.** At its discretion, Customer may elect to stop contributing IS Data at any time by disabling specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). In the event Customer disables Innovation Service(s) through the IS Enablement process, Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.
10. **Term, Termination, Suspension.** Notwithstanding anything to the contrary in the Agreement or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these IS Terms shall commence on the Order Effective Date and continue through the end of the term of the Agreement, during which Customer will have an active right to use to Innovation Services. Unless otherwise set forth in a Service Description and excluding Innovation Services that are required for a SKU which Customer has purchased, Workday may terminate any Innovation Service for convenience by providing at least thirty (30) days' prior notice which may be provided by a general announcement via Community. Customer may terminate its use of

any Innovation Service for convenience at any time by disabling such Innovation Service through IS Enablement or Customer may terminate these IS Terms by providing Workday with formal written notice pursuant to the Agreement with a copy by email to legal@workday.com, and such notice will be effective thirty (30) days after Workday's receipt of the notice. Customer understands and agrees that in the event Customer has purchased a SKU which requires Innovation Services capabilities, termination of these IS Terms will not result in a refund of fees paid or nonpayment of fees payable for the applicable SKU. Upon any termination of an Innovation Service, as of the effective date of such termination, Customer may no longer have access to such Innovation Service, and related IS Data and Results. Workday may suspend Customer's access to any Innovation Service at any time in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Innovation Service.

11. **Miscellaneous.** No uncured breach of these IS Terms by either party will give rise to a termination right under the Agreement. Workday is not required to escrow third party source code that is used in the Innovation Services. Workday may modify Service Descriptions from time to time provided that Workday does not materially diminish the applicable security and privacy commitments as set forth in these IS Terms. Workday will provide notice of any change to a Service Description through Community and any change will not go into effect until thirty (30) days after such notice.

v21.10

IN WITNESS WHEREOF, this Addendum F is agreed to by the parties below and entered into as of the Order Effective Date.

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Baudler  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
CFO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
July 13, 2023  
\_\_\_\_\_  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

## APPENDIX 1 SA

These terms of use (this "SA", and with any other addenda attached to or referenced in Customer's order form with Reseller, collectively, these "Terms") apply to your use of the Workday Service as provided through Reseller. Orders for Technical Services shall be made by entering into Statement(s) of Work under the Technical Services Agreement. Customer expressly agrees that neither Customer nor any Authorized Party is a third-party beneficiary to any agreement between Workday and Reseller. Reseller and Workday's provision of the Workday Service to Customer serves as consideration for Customer's obligations in these Terms.

### 1. Customer's Use of the Workday Service.

- 1.1 **Customer Obligations.** Customer is responsible for all Authorized Party use of the Workday Service and compliance with these Terms. Customer shall: (i) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (ii) prevent unauthorized access to, or use of, the Workday Service, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (v) use the Workday Service in violation of applicable Laws; (w) in connection with the Workday Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (x) send or store Harmful Code in connection with the Workday Service; (y) interfere with or disrupt performance of the Workday Service or the data contained therein; or (z) attempt to gain access to the Workday Service or its related systems or networks in a manner not set forth in the Documentation. Customer agrees that the Workday Service will be made available solely in accordance with the Documentation.
- 1.2 **Support.** Customer will receive support of the Workday Service in accordance with the Workday Production Support and Service Level Availability Policy, which may be updated by Workday from time to time. A copy of the Workday Production Support and Service Level Availability Policy in effect as of the date of the date of your agreement with the Reseller is attached hereto as Exhibit A. In the event that Workday fails to meet its uptime or response time service level goals, Customer may be entitled to compensation from Reseller in accordance with its Contract with Reseller. Customer will have a designated number of Named Support Contacts to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests.

### 2. Proprietary Rights.

#### 2.1 **Rights Related to the Workday Service.**

- (a) **License Grant and Reservation of Rights.** Workday has granted Reseller a non-exclusive right to resell the Workday Service to Customer and to provide Customer with direct access to the features of the Workday Service and to sublicense to Customer the rights necessary to utilize the Workday Service during the applicable contract term. Subject to and conditioned on Customer's and all Authorized Parties' continued compliance with DIR Contract No. DIR-TSO-4242 and these Terms, Customer (on behalf of itself and its Authorized Parties) is hereby granted (and accepts) a non-exclusive, non-transferable, right during the Term to use the Workday Service solely for its internal business purposes within the scope of use defined in the Contract and in accordance with these Terms, the applicable Order Form, and the Documentation. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Workday Service, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly set forth herein.
- (b) **Restrictions.** Customer shall not (i) modify, copy or create any derivative works based on the Workday Service; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Workday Service available to any third party, other than to Authorized Parties as permitted herein; (iii) frame or mirror any content forming part of the Workday Service, other than on Customer's own intranets for its own internal business purposes as permitted in these Terms; (iv) reverse engineer or decompile any portion of the Workday Service, including but not limited to, any software utilized by Workday in the provision of

the Workday Service, except to the extent required by applicable Law; (v) access the Workday Service in order to build any commercially available or competitive product or service; or (vi) modify, copy or create derivative works of any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding the above, Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

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

### **3. Customer Data Protection and Security.**

Workday designs its Workday Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer represents that it understands that its use of the Workday Service and compliance with any terms hereunder does not constitute specific compliance with any Law. Customer represents that it understands that it has an independent duty to comply with any and all Laws applicable to it. Workday's data protection practices are described in its *Security Exhibit* and *Data Processing Exhibit*, copies of which (current as of the date written thereon) are attached hereto and which may be updated by Workday from time to time without any material degradation in the overall level of protection. Workday also engages a third party auditor to produce annual SOC1 and SOC2 reports; such reports are available to Customer upon request. If Customer believes that there has likely been a Security Breach it must promptly notify Workday, in any case within 48 hours of Customer's initial discovery of such Security Breach. Additionally, Customer will reasonably assist Reseller and Workday, in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Customer shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused by it. Customer's potential recovery in the event of such breaches is as set forth in its Contract with Reseller. If PTG believes there has been a Security Breach, it will promptly notify Customer, unless legally prohibited from doing so, within forty-eight hours or any shorter period as may be required by Law. If Customer designates one or more of its Named Support Contacts or Security Lead(s) in Workday's customer portal as its contact for security breach notices, Workday will provide notice to that individual of a Security Breach promptly, unless legally prohibited from doing so, within forty-eight hours or any shorter period as may be required by Law. Due to the urgency of a Security Breach situation, such notice may include both a notice through the formal notice process and notice through Workday's customer portal or similar electronic means.

### **4. Warranty Disclaimer.**

CUSTOMER WILL RECEIVE ITS WARRANTIES RELATING TO THE WORKDAY SERVICE AND/OR ANY PROFESSIONAL SERVICES, IF ANY, DIRECTLY FROM RESELLER UNDER THE CONTRACT. EXCEPT AS MAY BE PROVIDED UNDER THE CONTRACT, THE WORKDAY SERVICE AND PROFESSIONAL SERVICES ARE PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS. WORKDAY MAKES NO WARRANTIES WHATSOEVER TO CUSTOMER OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WORKDAY SERVICE, ANY PROFESSIONAL SERVICES, AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE WORKDAY SERVICE OR PROFESSIONAL SERVICES WILL BE ERROR FREE OR UNINTERRUPTED.

### **5. Limitation of Liability.**

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10.L. OF DIR CONTRACT NO. DIR-TSO-4242.

### **6. Confidentiality.**

Workday's agreement with Reseller obligates Workday to protect the Confidential Information of Customer in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care. Customer Data is subject to the additional confidentiality protections found in the Workday Security Exhibit (contained in Exhibit B attached hereto) and the Data Processing Exhibit (attached hereto as Exhibit D). Customer shall not disclose or use any Workday Confidential Information for any purpose outside the scope of these Terms, except with Workday's prior written permission. Customer agrees to protect Workday Confidential Information in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable standard of care). If Customer is compelled by Law to disclose Workday Confidential Information, it shall promptly provide Reseller and Workday with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. If Customer discloses or uses (or threatens to disclose or use) any Workday Confidential Information in breach of confidentiality obligations hereunder, Workday shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged Customer that any other available remedies are inadequate.

## **7. Indemnification.**

Indemnification shall be handled in accordance with Appendix A, Section 10.A. of DIR Contract No. DIR-TSO-4242.

## **8. Assignment.**

Assignments shall be handled in accordance with Appendix A, Section 4.D. of DIR Contract No. DIR-TSO-4242.

## **9. Term and Termination.**

**9.1** Terminations shall be handled in accordance with Appendix A, Section 11.B. of DIR Contract No. DIR-TSO-4242.

**9.2 Right to Suspend or Terminate the Workday Service.** Reseller or Workday may suspend access to the Workday Service if undisputed invoices are thirty (30) days overdue. In addition, each of Customer, on the one hand, and Reseller or Workday, on the other hand, may terminate the Workday Service in the event of an undisputed material breach is not cured within thirty (30) days after notice by a party of these Terms.

**9.3 Effect of Termination.** Upon termination or expiration of these Terms, (i) all rights and licenses granted hereunder shall immediately terminate except that Workday will continue to provide the Service for the term of any Order Forms executed prior to the date of termination, unless such Order Forms are earlier terminated as provided therein; and (ii) Customer shall permanently delete all Workday Confidential Information following the termination of the applicable Order Form within a reasonable period of time.

## **10. Governing Law.**

These Terms shall be governed exclusively by the internal laws of the State of Texas, without regard to its conflicts of laws rules.

## **11. Entire Agreement.**

DIR Contract No. DIR-TSO-4242 and these Terms constitute the entire agreement with respect to use of the Workday Service and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the use of the Workday Service. No modification, amendment, or waiver of any provision of these Terms shall be effective unless made in accordance with Appendix A, Section 4.B., to DIR Contract No. DIR-TSO-4242. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision shall 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 these Terms shall remain in effect.

## **12. Definitions.**

"**Authorized Party(ies)**" means Customer's and its Affiliates' Employees, and third party providers who are bound by these Terms and authorized by Customer to access or receive Customer Data (i) in writing, (ii) through the Workday Service's security designation, or (iii) by system integration or other data exchange process.

“**Contract**” means the agreement between Customer and Reseller under which the Workday Service will be provided to Customer.

“**Customer Data**” means the electronic data or information submitted by Customer to the Workday Service.

“**Customer Input**” means suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Employees and Authorized Parties relating to the operation or functionality of the Workday Service.

“**Deliverables**” means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Professional Services for delivery to Customer.

“**Documentation**” means Workday’s electronic and documentation, which may be updated by Workday from time to time, and which is incorporated into these Terms by this reference.

“**Employee**” means the Customer’s employees, consultants, contingent workers, independent contractors, and retirees whose active business record(s) are or may be managed by the Workday Service. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees.

“**Force Majeure**” is defined in Appendix A, Section 11.C. to DIR Contract No. DIR-TSO-4242.

“**Generally Available**” means Workday’s general release of the Workday Service to Customers for use in Production.

“**Harmful Code**” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

“**Improvements**” means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Workday Service or Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

“**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, and all moral rights related thereto.

“**Law**” means any applicable law applicable to a respective party.

“**Production**” means the Customer’s or an Employee’s use of or Workday’s written verification of the availability of the Workday Service (i) to administer Employees; (ii) to generate data for Customer’s books/records; or (iii) in any decision support capacity.

“**Schedule**” means an agreement between the parties, substantially in the form of the Exhibit A (Statement of Work) attached to the Appendix D Services Agreement, executed by the Parties that describes the Professional Services to be performed by Workday pursuant to the Appendix D Services Agreement.

“**Security Breach**” means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data 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 applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

**"Technical Services"** means Workday's implementation, configuration or consultancy service offerings in relation to the Workday Service, as further described in the Appendix D Services Agreement.

**"Workday Confidential Information"** means (i) any software utilized by Workday in the provision of the Workday Service and its respective source code; and (ii) Workday 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 that is designated by Workday as "confidential" or "proprietary" or that Customer knows or should reasonably know is confidential or proprietary. Workday Confidential Information shall not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the Workday; (x) was known by Customer prior to its disclosure without breach of any obligation to Workday; (y) was independently developed by Customer without breach of any obligation owed to Workday; or (z) is received from a third party without breach of any obligation owed to Workday.

**"Workday Service"** means Workday's software as a service consisting of a limited, non-exclusive, personal, and nontransferable right to use term license to access the service described in the Documentation pursuant to these Terms and for the period set forth in the Agreement. For each Customer, the Workday Service is limited only to those components for which a right to use license has been granted and fees have been paid.

13. **Retrieval of Customer Data.** 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 seventy-five (75) days, at no additional cost, solely for the purposes of retrieving Customer Data ("Retrieval Period"). After such Retrieval Period and subject to Workday's legal obligations, Workday has no objection to maintain or provide any Customer Data and shall, unless legally prohibited, delete Customer Data by deleting Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further than in all cases Workday shall continue to protect the Customer Data in accordance with the Agreement. Customer Data shall be made available in accordance with this SA. Customer Data will be made available in a format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). For clarity, during the Term, Customer may extract Customer Data as described in the Documentation.
14. **Transition Period Before Final Termination.** If this Agreement is terminated and Customer submits a written request to Reseller to submit to Workday fifteen (15) days prior to any such termination for a one-time transition period, Workday shall continue to provide the Service for up to three (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 this Order Form was due to Customer's breach, Workday has no obligation to perform under this section unless Reseller receives (1) payment of all fees not subject to reasonable and good faith dispute, (2) prepayment of fees for further services, and (3) certification of ongoing compliance with the terms of this SA during the Transition Period.

IN WITNESS WHEREOF, this Appendix 1 is agreed to by the parties below and entered into as of the Order Effective Date.

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent -- Signature

\_\_\_\_\_  
Date

Michael Baudler  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

CFO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

July 13, 2023  
\_\_\_\_\_  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

**EXHIBIT A  
WORKDAY PRODUCTION SUPPORT AND SERVICE LEVEL AVAILABILITY (SLA)  
POLICY**

Workday shall comply with the Workday Production Support and Service Level Availability (SLA) Policy at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

IN WITNESS WHEREOF, this Exhibit A is agreed to by the parties below and entered into as of the Order Effective Date.

FORT BEND COUNTY

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

PRECISION TASK GROUP, INC.

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Michael Baudler  
Authorized Agent- Printed Name

\_\_\_\_\_  
CFO  
Title

\_\_\_\_\_  
July 13, 2023  
Date

**EXHIBIT B  
WORKDAY UNIVERSAL SECURITY EXHIBIT**

Workday shall comply with the Workday Universal Security Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

IN WITNESS WHEREOF, this Exhibit B is agreed to by the parties below and entered into as of the Order Effective Date.

**FORT BEND COUNTY**

**PRECISION TASK GROUP, INC.**

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Michael Baudler  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

CFO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

July 13, 2023  
\_\_\_\_\_  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

**Exhibit C**  
**SLA SERVICE CREDIT EXHIBIT**

If, in any rolling six-month period, Workday fails to meet the monthly Service Availability or Service Response commitments described in the SLA (a "Failure"), Customer may request to Reseller, and Reseller shall provide, the following remedies no later than six months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Fee for the Workday Service for the affected Service. Reseller shall deduct the highest applicable Service Credit from the next invoice for Fees for the Workday Service 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. The remedies in this section are the Customer's exclusive remedies for any Failure. For clarity, the parties understand and agree that the remedies specified relate solely to failure by Workday to meet the Service Availability or Service Response minimums as set forth in this Section and no other breaches of the Agreement or Order Form (inclusive of its Appendix 1 SA, exhibits and addenda).

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

\_\_\_\_\_  
KP George, County Judge

  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Michael Baudler  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

CFO  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

July 13, 2023  
\_\_\_\_\_  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

**Exhibit D**  
**WORKDAY UNIVERSAL DATA PROCESSING EXHIBIT**

Workday shall comply with the Workday Universal Data Processing Exhibit at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

IN WITNESS WHEREOF, this Exhibit D is agreed to by the parties below and entered into as of the Order Effective Date.

FORT BEND COUNTY

PRECISION TASK GROUP, INC.

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Date

Michael Baudler  
\_\_\_\_\_  
Authorized Agent- Printed Name

ATTEST:

\_\_\_\_\_  
CFO  
Title

\_\_\_\_\_  
Laura Richard, County Clerk

July 13, 2023  
\_\_\_\_\_  
Date

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
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Information Technology Office

**ORDER FORM # P366928  
TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES RESALE AGREEMENT**

<b>Customer Name</b>	Precision Task Group, Inc. or PTG (hereinafter, the "Reseller")
<b>Workday Entity Name</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>Agreement Effective Date</b>	December 14, 2019
<b>Order Effective Date</b>	The later of the dates beneath the parties' signatures below
<b>Order Term</b>	July 31, 2023 through July 30, 2025
<b>Currency</b>	USD
<b>Total Training Fees</b>	<b>0.00</b>

SKU	Training Offering	Quantity	Term
AK	Adoption Kit -- Package	1	2
LODHCM10	Learn On-Demand -- HCM Library 10 Initial Users	1	2
LODTECH10	Learn On-Demand -- Cross-Application Technology Library 10 Initial Users	1	2
LODPLNTRN5	Learn On-Demand -- Adaptive Planning - Administrator Training Kit 5 Initial Users	1	2

SKU	Training Offering	Price Per Unit	Quantity
TC	Training Credits -- Package	741	37

Customer Contact Information	Billing, In Care of
Contact Name	Robyn Doughtie
Street Address City/Town, State/Province/Region Zip/Postal Code Country	301 Jackson St Richmond, Texas 77469 United States
Phone/Fax #	281.341.4574
Email (Required)	Robyn.Doughtie@fortbendcountytexas.gov

This Order Form is entered into as of the Order Effective Date listed above, and subject to and governed by the Agreement and the attached Additional Terms applicable to Training, incorporated herein by reference, for Reseller to resale the Workday Training Offerings hereunder. All remittance advice and invoice inquiries can be directed to [accounting@ptg.com](mailto:accounting@ptg.com).

[SIGNATURE PAGE FOLLOWS]

FORT BEND COUNTY

\_\_\_\_\_  
KP George, County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

REVIEWED:

  
\_\_\_\_\_  
Human Resource Office

  
\_\_\_\_\_  
Information Technology Office

PRECISION TASK GROUP, INC.

  
\_\_\_\_\_  
Authorized Agent - Signature

\_\_\_\_\_  
Michael Baudler  
Authorized Agent- Printed Name

\_\_\_\_\_  
CFO  
Title

\_\_\_\_\_  
July 13, 2023  
Date

**Additional Terms applicable to Training**

1. **Training Terms.** Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility (subject to subpart 3 below), or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, pricing for purchase of a single Training Credit shall apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday's current training catalog. Any Customer request for a cancellation of a class 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 start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee. Because Training Credits do not expire and sales of Training Credits are used, in part, to project training staffing needs, Workday reserves the right to decline to sell Training Credits grossly in excess of a Customer's anticipated need. Any conversion of unused Training Credits to credits used against professional services uses the price paid for the Training Credits against the then-current prices for the professional services against which the credits are applied.
2. **Training Credit Bulk Purchase Option.** 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 prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. Rates are as shown in Reseller's Texas DIR Pricing.
3. **On-Site Training Terms.** On-site training at Customer's site is subject to Workday's approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.
4. **"LOD" " Learn On-Demand Terms.** The first Learn On-Demand SKU of each Library purchased by Customer is for ten (10) Named Users. Each 5 Additional Users SKU is for five (5) additional Named Users for the stated Library. A Library is a bundle of specific, related training concepts. Library offerings currently include: (i) HCM, (ii) Cross Application Technology, (iii) Financials, (iv) Workday Payroll, and (v) Education & Government. A Named User is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above.
5. **Adoption Kit Terms.** The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit

term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday's underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits (Adoption Kit Improvements). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the End User Terms and Conditions. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.

6. **Miscellaneous Training Terms.** Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the End User Terms and Conditions. In no event will Customer allow 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 classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. A SOW for training is non-cancelable and associated fees are non-refundable and non-transferable. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.