

Request for Legislative Action

Res. #21036

Sponsor: Tony Miller

Date: September 12, 2022

Completed by County Counselor's Office

| | | | |
|-------------------|-------------|---------------------------|-----------|
| Action Requested: | Resolution | Res.Ord No.: | 21036 |
| Sponsor(s): | Tony Miller | Legislature Meeting Date: | 9/12/2022 |

Introduction

Action Items: ['Authorize']

Project/Title:

A RESOLUTION authorizing the Director of Finance and Purchasing to execute a 10-year contract, encumbering \$5,269,944.52 for fixed fee costs for implementation, training and deployment services and the year 1 subscription with an actual cost of \$2,122,154.00 in fiscal year 2022 with Precision Task Group (PTG) of Houston, TX, for the furnishing of Workday, a cloud-based, Software as a Service (SaaS), enterprise resource planning (ERP) software and implementation services for the use by Finance and Human Resources Departments at Jackson County and MO 16th Circuit Court.

Request Summary

Summary

Enterprise Resource Planning (ERP) software is a tool that organizations use to manage day-to-day business activities; accounting, procurement, project management, risk management and compliance, budgeting, payroll, and people and workforce management. Our currently fragmented environment has inherent security risks and lacks the ability to interact and share data in a strategic manner. This project will require us to reimagine our system of multiple data areas into a seamless organization of data that works for us. Today our data resides in multiple silos including FMS, Paycor, Questica, Epicor, as well as other disparate databases and spreadsheets. This disjointed system increases security risks, lowers data integrity and confidence, and requires inefficient use of people resources. Moving to a modernized, cloud-based architecture, establishing best-practices, and automating processes will allow us to move from a task-oriented culture to one with a strategic focus on public stewardship.

Why Workday –

Over the last several years, staff from Finance, HR and IT researched upgrading our legacy HR and Financial systems. Through this investigation, they realized the potential investment and value of shifting to an ERP system. There are only a handful of solutions available for our size and type of organization that manage both Financial and Human Resources. The group consensus was that Workday met their needs, exceeded their functional requirements and is user-friendly. Local users of Workday include: Unified Government of Wyandotte County and Kansas City, KS, the City of Olathe, KS, and University of Kansas System. Workday will enable us to modernize processes, reducing inefficiencies and user errors, and deliver real-time data insights for better decision making. Hosted in the cloud, this enterprise Software as a Service solution offers a fully managed and secure environment. Additionally, when the Workday platform is updated and upgrades are made, all clients receive them in real time, reducing the burden on our IT resources.

PTG Value -

PTG is a certified minority business enterprise in 23 states including the State of Missouri. They have 30-

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years of experience with public sector organizations and 25 years of ERP experience. PTG is a Workday Value-Added Reseller, Advisory Partner, and Implementation Partner. Their public sector clients include the City of Arlington TX, Anne Arundel County MD, State of Nebraska, State of Oklahoma, and the City of Olathe, KS. With their Workday Certified Resources and implementation support services, PTG will support and enhance our available resources with their experienced staff and knowledge of best industry practices.

Contract vehicle

As authorized under Jackson County Code, Ch. 1030.4, Fixed Price Contractual Document, we seek to utilize the State of Texas, Department of Information Resources (DIR), competitively bid, Cooperative Contract. TX DIR requires the execution of an interstate cooperation contract (ICC) for the use of their Cooperative Contracts. This request seeks the approval for executing the ICC. The DIR goes through a competitive procurement process using the Request for Offer (RFO) method of procurement to procure Automated Information System (AIS) and Information Technology (IT) products and services. They leverage the State of Texas' purchasing power to get large savings; discounted pricing with pre-negotiated terms and conditions in compliance with Texas procurement rules. Every DIR approved vendor must comply with the contract in full.

Contract Terms

The overall contract term is 10-years, which is common for this type of project because of the monumental modernization and implementation effort we will undertake. The implementation plan includes 6 months of pre-planning and approximately 12 months for deployment, testing and training. The 10-year term provides for an annual maintenance cost savings of 2% max increase vs 5% max increase over time. The cost of this solution is equivalent to the total cost of the current systems and maintenances with the added benefit of a modern, secure environment.

Breakdown of costs over the life of the contract -

Workday subscription (10 years): \$9,440,589.00

Implementation solution (6 payments over 3 years): \$2,434,963.52

Training (years 1 & 2): \$115,913.00

Client deployment services (years 1 & 2): \$1,856,890.00

All one-time costs are budgeted and will be encumbered in FY22; implementation, training and deployment services and the year 1 subscription for a total of \$5,269,944.52. Total payable for FY22 is \$2,122,164.00. (See attachment #6, Pricing Overview).

Funds for this project are budgeted in the following account:

013 (County Improvement Fund) – 1305 (Information Technology) – 56661 (Software Purchases)

List of attached documents:

State of TX, Department of Information Resources, Cooperative Contract documents

1. Interstate Cooperation Contract (ICC)
2. DIR TSO 4242 Contract
3. DIR TSO 4242 Amendment 1
4. DIR TSO 4242 Amendment 2
5. DIR TSO 4242 Appendix A Standard Term and Conditions

Jackson County ERP Project documents

6. Pricing Overview (internal)

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| | |
|-----|---|
| 7. | DIR TSO 4242 Subscription Order Form 00362147 |
| 8. | DIR TSO 4242 Training Order Form |
| 9. | DIR TSO 4242 PTG, Workday Launch, Deployment Technical Services |
| 10. | DIR TSO 4242 Appendix D Workday Technical Services Agreement |
| 11. | DIR TSO 4242 PTG Workday Client Based Deployment Services |

| Contact Information | | | |
|---------------------|-----------------------------|------------------------|-------------------------------|
| Department: | Information Technology | Submitted Date: | 8/22/2022 |
| Name: | Michael G. Ohlson-Dicus | Email: | mgohlson-dicus@jacksongov.org |
| Title: | IT\GIS Office Administrator | Phone: | 816-881-3151 |

| Budget Information | | | |
|---|-------------------------------|----------------------------|----------------|
| Amount authorized by this legislation this fiscal year: | | | \$5,269,945 |
| Amount previously authorized this fiscal year: | | | \$ 0 |
| Total amount authorized after this legislative action: | | | \$5,269,945 |
| Is it transferring fund? | | | No |
| Single Source Funding: | | | |
| Fund: | Department: | Line Item Account: | Amount: |
| 013 (County Improvement Fund) | 1305 (Information Technology) | 56661 (Software Purchases) | \$5,269,945 |

| Prior Legislation | |
|-------------------|------------------|
| Prior Ordinances | |
| Ordinance: | Ordinance date: |
| | |
| Prior Resolution | |
| Resolution: | Resolution date: |
| | |

| Purchasing | |
|--|----|
| Does this RLA include the purchase or lease of supplies, materials, equipment or services? | No |
| Chapter 10 Justification: | |
| Core 4 Tax Clearance Completed: | |
| Certificate of Foreign Corporation Received: | |
| Have all required attachments been included in this RLA? | |

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| | |
|---|------|
| Compliance | |
| Certificate of Compliance | |
| In Compliance | |
| Minority, Women and Veteran Owned Business Program | |
| Goals Not Applicable for following reason: Contract is with another government agency | |
| MBE: | .00% |
| WBE: | .00% |
| VBE: | .00% |
| Prevailing Wage | |
| Not Applicable | |

| | |
|---|--|
| Fiscal Information | |
| <ul style="list-style-type: none">• There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered. | |

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History

Submitted by Information Technology requestor: Michael G. Ohlson-Dicus on 8/22/2022. Comments: For administrative inquiries, please contact Michael G. Ohlson-Dicus. For project scope/contractual inquiries, please contact Lisa Honn.

Approved by Department Approver Michael S. Erickson on 8/22/2022 2:32:13 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 8/23/2022 11:06:43 AM. Comments:

Approved by Compliance Office Approver Katie M. Bartle on 8/23/2022 12:10:56 PM. Comments:

Returned for more information by Budget Office Approver Mark Lang on 8/23/2022 12:43:48 PM. Comments: On "Budget Info" tab, please put the \$5.2 million number on the top line.

Submitted by Requestor Lisa Honn on 8/23/2022 12:56:08 PM. Comments: Corrected and added amount to top line of budget tab, "amount authorized with this legislation".

Approved by Department Approver Michael S. Erickson on 8/23/2022 1:04:06 PM. Comments:

Approved by Purchasing Office Approver Craig A. Reich on 8/23/2022 1:22:27 PM. Comments:

Approved by Compliance Office Approver Ikeela Alford on 8/24/2022 11:00:04 AM. Comments: IA 8/24/2022

Approved by Budget Office Approver Mark Lang on 8/24/2022 11:39:58 AM. Comments: The fiscal note is attached.

Approved by Executive Office Approver Sylvia Stevenson on 8/24/2022 12:19:24 PM. Comments:

Approved by Counselor's Office Approver Elizabeth Freeland on 9/8/2022 8:49:41 AM. Comments:

Pricing Overview

| Item | FY2022 | FY2023 | FY2024 | FY2025 | FY2026 | FY2027 | FY2028 | FY2029 | FY2030 | FY2031 | Totals |
|--------------------------|------------------------|------------------------|------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|------------------------|------------------------|-------------------------|
| Subscription | \$ 862,178.00 | \$ 879,419.00 | \$ 897,008.00 | \$ 914,947.00 | \$ 933,246.00 | \$ 951,912.00 | \$ 970,953.00 | \$ 990,368.00 | \$ 1,010,179.00 | \$ 1,030,379.00 | \$ 9,440,589.00 |
| Implementation payment 1 | \$ 726,000.00 | | | | | | | | | | \$ 726,000.00 |
| Implementation payment 2 | \$ 374,000.00 | | | | | | | | | | \$ 374,000.00 |
| Implementation payment 3 | | \$ 330,000.00 | | | | | | | | | \$ 330,000.00 |
| Implementation payment 4 | | \$ 330,000.00 | | | | | | | | | \$ 330,000.00 |
| Implementation payment 5 | | \$ 330,000.00 | | | | | | | | | \$ 330,000.00 |
| Implementation payment 6 | | | \$ 344,963.52 | | | | | | | | \$ 344,963.52 |
| Training | \$ 92,866.00 | \$ 23,047.00 | | | | | | | | | \$ 115,913.00 |
| PTG Support Services | \$ 67,120.00 | \$ 1,789,770.00 | | | | | | | | | \$ 1,856,890.00 |
| Total | \$ 2,122,164.00 | \$ 3,682,236.00 | \$ 1,241,971.52 | \$ 914,947.00 | \$ 933,246.00 | \$ 951,912.00 | \$ 970,953.00 | \$ 990,368.00 | \$ 1,010,179.00 | \$ 1,030,379.00 | \$ 13,848,355.52 |

*All one-time costs will be encumbered in FY22; implementation, training and deployment services and the year 1 subscription for a total of \$5,269,944.52. Total payable for FY22 is \$2,122,164.00.

**ORDER FORM P00362147.0
TO THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES
CONTRACT DIR-TSO-4242 (“AGREEMENT”)**

| | |
|---------------------------------|---|
| Reseller Name | Precision Task Group, Inc. or PTG (hereinafter, the “Reseller”) |
| Customer Name | County of Jackson |
| Workday Entity | Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588 |
| Agreement Effective Date | December 14, 2019 |
| Order Effective Date | The later of the dates of the parties’ signatures on the Signature Document |
| Order Term | September 19, 2022 through September 18, 2032 |
| Currency | USD |
| Total Subscription Fee | 9,440,590 |
| Tenant Base Name | jacksongov |

Payment Schedule Table

| Payment # | Payment Due Date | Payment Amount |
|-----------|--|------------------|
| 1 | Due in accordance with the Agreement, invoiced upon Order Effective Date | 862,178 |
| 2 | Due on first anniversary of the Order Term start date | 879,419 |
| 3 | Due on second anniversary of the Order Term start date | 897,008 |
| 4 | Due on third anniversary of the Order Term start date | 914,947 |
| 5 | Due on fourth anniversary of the Order Term start date | 933,246 |
| 6 | Due on fifth anniversary of the Order Term start date | 951,912 |
| 7 | Due on sixth anniversary of the Order Term start date | 970,953 |
| 8 | Due on seventh anniversary of the Order Term start date | 990,368 |
| 9 | Due on eighth anniversary of the Order Term start date | 1,010,179 |
| 10 | Due on ninth anniversary of the Order Term start date | 1,030,379 |
| | Total Payment Amount | 9,440,590 |

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

Subscription Fees Table

| Subscription Period | Date Range | Subscription Fee |
|---------------------|---|------------------|
| 1 | September 19, 2022 through September 18, 2023 | 862,178 |
| 2 | September 19, 2023 through September 18, 2024 | 879,419 |
| 3 | September 19, 2024 through September 18, 2025 | 897,008 |
| 4 | September 19, 2025 through September 18, 2026 | 914,947 |
| 5 | September 19, 2026 through September 18, 2027 | 933,246 |
| 6 | September 19, 2027 through September 18, 2028 | 951,912 |
| 7 | September 19, 2028 through September 18, 2029 | 970,953 |
| 8 | September 19, 2029 through September 18, 2030 | 990,368 |
| 9 | September 19, 2030 through September 18, 2031 | 1,010,179 |
| 10 | September 19, 2031 through September 18, 2032 | 1,030,379 |
| | Total Subscription Fee | 9,440,590 |

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

Subscription Rights Table

| SKU | Service | Pricing Metric | Subscription Rights |
|-------|-------------------------------|----------------|--|
| CHCM | Core Human Capital Management | FSE* | Full Enterprise |
| TLO | Talent Optimization | FSE* | Full Enterprise |
| HLP | Help | FSE* | Full Enterprise |
| CCB | Cloud Connect for Benefits | FSE* | Full Enterprise |
| USP** | Payroll for United States | FSE* | United States-based Employees only |
| LRN | Learning | FSE* | Full Enterprise |
| MCNF | Media Cloud - No Fee | FSE* | Full Enterprise |
| REC | Recruiting | FSE* | Full Enterprise |
| FIN | Core Financials | FSE* | Full Enterprise |
| GM | Grants Management | FSE* | Full Enterprise with up to 650 Award-Based Invoices Created during the 12-month period preceding the Annual Reporting Period |
| PLNF | Financial Planning | FSE* | Full Enterprise |
| PRA | Prism Analytics | FSE* | Full Enterprise |
| PRJT | Projects | FSE* | Full Enterprise |
| TT | Time Tracking | FSE* | Full Enterprise |
| EXP | Expenses | FSE* | Full Enterprise with up to 2,200 Expense Reports Approved during the 12-month period preceding the Annual Reporting Period |
| PRO | Procurement | FSE* | Full Enterprise |
| INV | Inventory | 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.

Full-Service Equivalent (“FSE”) Count Table

| FSE Population Category | Baseline FSE Count |
|-------------------------------|--------------------|
| Full Enterprise | 1,620 |
| United States-based employees | 1,620 |

Named Support Contacts Table

| | |
|-----------------------------------|---|
| Number of Named Support Contacts* | 6 |
|-----------------------------------|---|

*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 | Subscriptions Contact |
|---|--|--|--|
| Contact Name | Lisa Honn | Lisa Honn | Lisa Honn |
| Street Address City/Town, State/Region/County, Zip/Post Code, Country | 415 East 12 th Street, Kansas City, MO 64106 | 415 East 12 th Street, Kansas City, MO 64106 | 415 East 12 th Street, Kansas City, MO 64106 |
| Phone/Fax # | 816-881-3160 | 816-881-3160 | 816-881-3160 |
| Email (required) | lhonn@jacksongov.org | lhonn@jacksongov.org | lhonn@jacksongov.org |

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 SLA and Security Exhibit, the Workday SLA Service Credit Exhibit, and the 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, F and G. 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**”). Prism Analytics is also subject to the terms in Addendum E attached hereto (the “**PRA Terms Addendum**”). Workday Planning Services related SKUs (if applicable) is also subject to the terms in Addendum F attached hereto (the “**Planning Addendum**”). Workday Innovation Services related SKUs (if applicable) is also subject to the terms in Addendum G 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.

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 Prism Analytics Terms and Conditions
- f. Addendum F – Workday Planning Terms and Conditions
- g. Addendum G – Workday Innovation Services Terms and Conditions

Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to accounting@ptg.com.

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

County of Jackson

Precision Task Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

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 Appendix 1, SA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

| Worker Category | Total Workers | Applicable Percentage | FSE Count |
|----------------------------|---------------|-----------------------|--------------|
| Full Time Employees | 1,550 | 100.0% | 1,550 |
| Part-Time Employees | 170 | 25.0% | 43 |
| Associates | 210 | 12.5% | 26 |
| Former Workers with Access | 0 | 2.5% | 0 |
| Total FSE Count: | 1,930 | | 1,620 |

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Associate” is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. “**Static Records**” are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are “**Active Records**”.

3. Additional Metric Definition(s).

Additional Metric Definition Table

| | Metric | Definition |
|-----|------------------------------|---|
| GM | Award-Based Invoices Created | Award-based customer invoice, counted on created date regardless of current status (e.g. approved, cancelled) |
| TT | Tracked Worker-Months | A calendar month with time entered for a worker, regardless of the number of time entries during the month for that worker. Each unique month and worker combination will be counted. |
| EXP | Expense Reports Approved | Expense report fully approved, counted on first approval date. Subsequent re-approval is not counted again. |
| PRO | Purchase Orders Issued | Purchase order fully issued, counted on first issued date. Subsequent re-issuance of purchase order is not counted again. |
| INV | Purchase Orders Issued | Purchase order fully issued, counted on first issued date. Subsequent re-issuance of purchase order is not counted again. |

4. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to legal@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 Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a “**Reporting Cycle**”). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

| SKU | Annual FSE Expansion Rate |
|---|----------------------------------|
| All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table | 488.91 |
| USP | \$65.49 |
| HCM | 81.65 |

b. Additional Metric Reporting.

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

Additional Metric Expansion Table:

| SKU | Additional Metric Increase | Annual Expansion Rate for Additional Metric Increase |
|-----|---|--|
| GM | Total of 1,300 Award-Based Invoices Created | 26,277.48 |
| EXP | Total of 4,400 Expense Reports Approved | 14,850 |

B. Growth Event Reporting Obligation.

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more (“**Growth Event**”) as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to legal@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.

5. Renewal.

Customer may renew its subscription 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 Subscription Fees |
|--------------------------|--|
| 1st year of Renewal Term | Base Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI)) |
| 2nd year of Renewal Term | Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI)) |
| 3rd year of Renewal Term | Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI)) |

The “**Base Subscription Fee**” means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Annual Period Subscription Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

6. Additional Definitions.

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

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

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

[Signature Page Follows]

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

County of Jackson

Precision Task Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

**ADDENDUM B
WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

Customer may only use the Service SKUs subscribed 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 subscription to Innovation Services and opt-in to the corresponding Innovation Service. |
| Help | Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases. This SKU requires customer to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service. |
| Cloud Connect for Benefits | Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators. |
| Payroll for United States | Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit. |
| Learning | 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. |
| Core Financials | Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments and customer payments via credit card. |
| Grants Management | Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors. |
| Financial Planning | Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis. |
| Prism Analytics | Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data. |
| Projects | Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include |

| | |
|---------------|--|
| | phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts. |
| Time Tracking | Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting. |
| Expenses | Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses also includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and support for 'punchout' to suppliers. |
| Procurement | Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers. |
| Inventory | Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors). |

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

County of Jackson

Precision Task Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

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” 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. Customer agrees to indemnify and hold harmless Workday, its service providers and subcontractors, and its and their Affiliates, from 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.

3. Additional Support Location for Workday Learning

Customer understands and agrees that Workday may provide support for Learning from Canada, including access to Customer’s Tenants in connection with such support.

v20.2

[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.

County of Jackson

Precision Task Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

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” 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 Appendix 1, SA. “**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. “**Packaged Media Content User Interaction Data**” means data relating to user interactions with Packaged Media Content, including but not limited to, start/stop course activity, quiz responses, and interactions with page elements.

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

subscription 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 indemnify and hold Workday, its service providers and subcontractors, and its and their Affiliates, harmless from 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 this Order Form (inclusive of the SA and all associated Exhibits) 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 ("CDN") to deliver Media Cloud Content to Customer end users. Currently, Media Cloud Content and Packaged Media Content User Interaction Data that traverses through the CDN uses Transport Layer Security (TLS). Media Cloud Content and Packaged Media Content User Interaction Data is not encrypted at rest when temporarily cached in the CDN. Packaged Media Content and other Media Cloud Content will not be considered Customer Data (or equivalent term in the SA).

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, Customer will be solely responsible and shall indemnify Workday its service providers and subcontractors, and their Affiliates, against 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 (inclusive of the SA and all associated Exhibits) 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 Order Form. Unless Customer has a subscription to use the Learning Service, then either party 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.

County of Jackson

Precision Task Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

ADDENDUM E
WORKDAY PRISM ANALYTICS TERMS AND CONDITIONS ADDENDUM

Notwithstanding anything to the contrary in the Agreement and Order Forms (including any statement that the SA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum will apply to Customer's use of Prism Analytics ("**PRA**") and will control over the terms of the Agreement and Order Forms to the extent they conflict with or are not covered by the Agreement or Order Forms.

1. Scope of Use.

Customer may use PRA to store and analyze data solely for the internal business purposes of Customer and the internal business purposes of Customer's Affiliates if Customer's subscription for PRA includes Affiliate's Employees. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data.

2. Calculation of Usage

Customer's subscription to PRA herein permits Customer to use PRA up to 100M of Published Data Rows for each Tenant (implementation and production tenants). "**Published Data Rows**" are the number of data rows in total datasets designated as "published" (and therefore capable of being reported upon) in the Customer's PRA data catalog. For the purposes of determining compliance with the limit on Published Data Rows, Workday will consider any data row published that exceeds 1000 characters as multiple data rows in 1000 character increments. Published Data Rows are measured separately for each Tenant. Workday shall provide Customer with detailed instructions on how to monitor Customer's own usage in PRA and how to manage Published Data Rows. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional capacity (PRACUs, as defined below) for use in Customer's Tenant which expands the allowable Published Data Rows. Customer's "**Data Limit**" for each Tenant is the sum of the limit set forth above and all current applicable Capacity Unit subscriptions purchased by Customer for such Tenant. Workday reserves the right to monitor the number of Published Data Rows by Tenant used by Customer, and if at any time Customer exceeds its Data Limit applicable to Published Data Rows for a particular Tenant, then Customer may experience reduced performance of the Tenant. If Customer continues to exceed its Data Limit for more than thirty (30) days after receiving a notification from Workday of such overage, through Workday's customer care offering or other reasonable means, then Workday will (i) require Customer to enter into a new Order Form at a prorated amount based on the fees per PRACU set forth in this Order Form, for the applicable number of additional PRACUs necessary to cover the difference between the measured usage and Customer's current Data Limit for that Tenant, or (ii) limit the addition of data to the Tenant and the number of data rows that may be published. A Capacity Unit will increase Customer's current Data Limit for the applicable Tenant for the entirety of the remainder of the applicable Order Term. Pricing of Capacity Units is dictated by the terms set forth herein.

3. Workday Prism Analytics Capacity Units ("PRACU").

Each PRACU will increase the allowable Published Data Rows for a particular Tenant by an additional 100M of Published Data Rows with an annual fee of \$43,200 USD per PRACU for each Year (fees for any partial Year of the Order Term will be prorated, on a monthly basis, based on such annual fee). A PRACU term begins on the PRACU Order Effective Date and ends on the last day of the then-current Order Term for Prism Analytics. PRACU charges will be invoiced in accordance with the Agreement. An Order Form will be required for the purchase of any PRACUs.

[Signature Page Follows]

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

County of Jackson

Precision Task Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

ADDENDUM F
WORKDAY ADAPTIVE PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Planning Additional Terms and Conditions (“**Planning Terms**”) supplement and amend the 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 Order Form (inclusive of the SA and all associated Exhibits) for other SKUs purchased by Customer under the Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). Once executed, this Order Form will supersede and replace any prior Subscription Agreement or Order Form related to a Planning SKU between Customer and either 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:

- (i) 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.”, 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.”
 - (ii) as it relates to the PLNSKU only (for Financial Planning and Workforce Planning), the parties agree that “Appendix A, Section 6. Product Terms and Conditions” of the DIR Contract does not apply to the PLNSKU. 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. **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 Order Form (inclusive of the SA and all Exhibits).

- (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 F is agreed to by the parties below and entered into as of the Order Effective Date.

County of Jackson

Precision Task Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

ADDENDUM G
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” 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 Appendix 1, SA). 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 Appendix 1, SA) but will be protected as Confidential Information under the Appendix 1, SA, 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 Appendix 1, SA. 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 Appendix 1, SA), 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 subscription 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 (inclusive of the Appendix 1, SA, and all associated Exhibits) 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 Order Form, during which Customer will have an active subscription 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@ptg.com and 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 G is agreed to by the parties below and entered into as of the Order Effective Date.

County of Jackson

Precision Task Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

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.

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 A attached hereto) and the Data Processing Exhibit (attached hereto as Exhibit C). 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.

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

9.1 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.

9.2 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 subscription 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 subscription license has been granted and fees have been paid.

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

County of Jackson

Precision Task Group Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

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

UNIVERSAL SECURITY EXHIBIT

Exhibit B
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 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 Subscription Fee for the affected Service. Reseller shall deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Customer. The remedies in this section are the Customer's exclusive remedies for any Failure. 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).

Exhibit C
WORKDAY DATA PROCESSING EXHIBIT

**ORDER FORM # P362641
TO DIR CONTRACT NO. DIR-TSO 4242 ("AGREEMENT")
TRAINING**

| | |
|---------------------------------|--|
| Reseller Name | Precision Task Group, Inc. or PTG (hereinafter, the "Reseller") |
| Customer Name | County of Jackson |
| Workday Entity Name | Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588 |
| Agreement Effective Date | December 14, 2019 |
| Order Effective Date | The later of the dates beneath the parties' signatures below |
| Order Term | September 19, 2022 through September 18, 2024 |
| Currency | USD |
| Total Training Fees | 115,913 |

| Payment # | Payment Due Date | Payment Amount |
|------------------|--|-----------------------|
| 1 | Due in accordance with the Agreement, invoiced upon Order Effective Date | 92,866 |
| 2 | Due on first anniversary of the Order Term start date | 23,047 |
| | Total Payment Amount | 115,913 |

| SKU | Training Offering | Price Per Unit | Quantity | Term | Total Training Fees |
|------------|--|-----------------------|-----------------|-------------|----------------------------|
| AK | Adoption Kit -- Package | 2,897 | 1 | 2 | 5,793 |
| LODHCM10 | Learn On-Demand – HCM Library 10 Initial Users | 2,519 | 1 | 2 | 5,038 |
| LODHCM5 | Learn On-Demand – HCM Library 5 Additional Users | 630 | 1 | 2 | 1,259 |

| SKU | Training Offering | Price Per Unit | Quantity | Term | Total Training Fees |
|-------------|---|----------------|--------------------------|---------------------|---------------------|
| LODPAY10 | Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users | 2,519 | 1 | 2 | 5,038 |
| LODPAY5 | Learn On-Demand – Payroll/Absence/Time Tracking Library 5 Additional User | 630 | 1 | 2 | 1,259 |
| LODFIN10 | Learn On-Demand – Financials Library 10 Initial Users | 2,519 | 1 | 2 | 5,038 |
| LODFIN5 | Learn On-Demand – Financials Library 5 Additional Users | 630 | 1 | 2 | 1,259 |
| LODTECH10 | Learn On-Demand – Cross-Application Technology Library 10 Initial Users | 2,519 | 1 | 2 | 5,038 |
| LODTECH5 | Learn On-Demand – Cross-Application Technology Library 5 Additional Users | 630 | 1 | 2 | 1,259 |
| LODPLNTRN10 | Learn On-Demand – Adaptive Planning - Administrator Training Kit 10 Initial Users | 7,556 | 1 | 2 | 15,113 |
| | | | | Total Training Fees | 46,093 |
| SKU | Training Offering | Price Per Unit | Quantity | Total Training Fees | |
| TC | Training Credits -- Package | 665 | 105 | 69,820 | |
| | | | Total (TC) Training Fees | 69,820 | |

| Customer Contact Information | Billing, In Care of |
|---|---|
| Contact Name | Lisa Honn |
| Street Address City/Town, State/Province/Region Zip/Postal Code Country | 415 East 12 th Street, Kansas City, MO 64106 |
| Phone/Fax # | 816-881-3160 |
| Email (Required) | lhonn@jacksongov.org |

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 Addendum A, Additional Terms Applicable to Training, incorporated herein by reference, for Reseller to resale the Workday Training Offerings hereunder. The parties further agree to the attached Addendum A, Additional Terms Applicable to Training. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries can be directed to accounting@ptg.com.

[Signature Page Follows]

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

County of Jackson

Precision Task Group, Inc.

| | |
|----------------------|----------------------|
| _____ Signature | _____ Signature |
| _____ Name | _____ Name |
| _____ Title | _____ Title |
| _____ Date Signed | _____ Date Signed |

Addendum A
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 subscription term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit subscription 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.

Services Agreement for Workday Technical Services

This Appendix D Services Agreement for Workday Technical Services (this “**Agreement**”), dated as of September 19, 2022 (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 Jackson County, with its address at 415 East 12th Street, Kansas City, MO 64106 (“**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 ten (10) business days from the date of submission. If Customer does not approve the Change Order within the ten (10) 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.

Jackson County

Precision Task Group Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

EXHIBIT A
STATEMENT OF WORK #