

AGREEMENT

25-0365-RFP

Enterprise Resource Planning Cloud Solution

This Agreement ("Agreement"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Iron Brick Associates, LLC whose primary address is 362 Old Hollow Road, Sperryville, VA 22740 (hereinafter "CONTRACTOR") (jointly, the "Parties").

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. EXHIBIT A: Workday Order Form
 - b. EXHIBIT B: End User Subscription Agreement (EUSA)
 - c. EXHIBIT C: Pinellas County Standard Terms & Conditions
 - d. EXHIBIT D: Insurance Requirements
 - e. EXHIBIT E: Business Associate Exhibit
 - f. EXHIBIT F: Third Party Beneficiary Letter
2. **Order of Precedence:** In the event of a conflict between the terms of the Contract documents, the following order of precedence shall apply:
 1. EXHIBIT A: Workday Order Form
 2. EXHIBIT B: End User Subscription Agreement (EUSA)
 3. This Agreement
 4. EXHIBIT C: Pinellas County Standard Terms & Conditions
 5. EXHIBIT D: Insurance Requirements
 6. EXHIBIT E: Business Associate Exhibit

B. Term

1. The initial term of this Agreement is for 122 months beginning on October 30, 2025 ("Agreement Term"). At the end of the initial term, this Agreement may be extended for Two (2), additional sixty (60) month terms, or such other renewal terms agreed to in writing by the Parties.

C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing set forth in EXHIBIT A. County expenditures under the Agreement will not exceed \$14,622,530.00 for the Agreement Term without a written amendment to this Agreement.
2. In no event will annual expenditures exceed \$1,595,653.00 within any given fiscal year without a written amendment to the Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: Iron Brick Associates LLC.

Signature: *Zebulon Mellett*

Print Name and Title: Zebulon Mellett

Date: 10/02/25

For County:

Signature:

Print Name and Title:

Date:

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

EXHIBIT A

ORDER FORM 00517823.0

("Order Form")

Customer Name	County of Pinellas, FL
Reseller Partner Name ("Partner")	Iron Brick Associates LLC
Reseller Partner Principal Address	362 Old Hollow Rd, Sperryville, Virginia, 22740, United States
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Workday End User Subscription Agreement ("EUSA")	This Order Form is subject to and governed by Workday End User Subscription Agreement v 25.5H.PINELLAS ("EUSA") incorporated herein and attached as Exhibit B
Product Terms	Service SKUs are subject to the applicable Product Terms available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html (the "Product Terms"), which are incorporated herein by reference.
Order Form and EUSA Effective Date	The later of the dates of the parties' signatures below
Order Term	October 31, 2025 through December 31, 2035
Currency	USD
Total Fees	\$14,289,030

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the EUSA, invoiced upon Order Form Effective Date	\$1,428,903
2	Due on First anniversary of the Order Term start date	\$1,428,903
3	Due on Second anniversary of the Order Term start date	\$1,428,903
4	Due on Third anniversary of the Order Term start date	\$1,428,903
5	Due on Fourth anniversary of the Order Term start date	\$1,428,903
6	Due on Fifth anniversary of the Order Term start date	\$1,428,903
7	Due on Sixth anniversary of the Order Term start date	\$1,428,903
8	Due on Seventh anniversary of the Order Term start date	\$1,428,903
9	Due on Eighth anniversary of the Order Term start date	\$1,428,903
10	Due on Ninth anniversary of the Order Term start date	\$1,428,903
	Total Payment Amount	\$14,289,030

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

This Order Form is subject to and governed by the EUSA . In the event of a conflict, the provisions of this Order Form take precedence over the EUSA and its exhibits and attachments. Any additional, inconsistent, or conflicting terms appearing on any purchase order, invoice, or other documentation issued by Customer shall be null and void and of no legal effect. All remittance advice and invoice inquiries shall be directed to Accounting@ironbrick.com.

1. Renewal.

Customer may renew this subscription for the Service by notifying Iron Brick at least 60 days prior to the end of the Order Term and Iron Brick will generate a new Order Form for a two five-year renewal terms ("Renewal Term") at the below pricing:

Renewal Table 1

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term 1	Base Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))
2nd year of Renewal Term 1	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))
3rd year of Renewal Term 1	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))
4th year of Renewal Term 1	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))
5th year of Renewal Term 1	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))

Renewal Table 2

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term 2	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))
2nd year of Renewal Term 2	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))
3rd year of Renewal Term 2	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))
4th year of Renewal Term 2	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))
5th year of Renewal Term 2	Previous Year Subscription Fee x (1+ (3% Innovation Index + Renewal Term CPI, combined total not to exceed 8%))

The “**Base Subscription Fee**” of \$1,406,603 means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table, minus any annualized fees for Workday Success Plans. If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Renewal fees for the Workday Success Plan will be based on the greater of either the minimum fee or 11.0% of the annual Renewal fees, as described in the Annual Renewal Subscription Fees table above. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Annual Renewal Subscription Fees are valid only if Customer’s Base Subscription Fee plus any annualized fees for Workday Success Plan is equal to or greater than the Base Subscription Fee defined herein. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

2. Additional Definitions (as applicable).

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

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

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

3. Workday Success Plans Additional Terms.

Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site (<https://www.workday.com/content/dam/web/en-us/documents/legal/workday-success-plans-accelerate-accelerateplus-plans-program-terms.pdf>) and subject to the terms of the Workday Customer Experience

Program Addendum (<https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>). In the event of a conflict between the terms of this Order Form and the terms of either of the Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday Success Plans is based on the annual Subscription Fees during the Order Term. If Customer purchases additional SKU(s) or Subscription Rights under this Partner Order Form to Reseller Agreement, an additional fee equal to 11.0% of the new Subscription Fees will be added for the Workday Success Plan to the new Order Form. The total Workday Success Plan fees assessed on this Order Form, in the amount of \$1,416,030, represent fees associated with the SKU(s) purchased under this Order Form.

4. Growth and Expansion Fees.

Customer is responsible for ensuring the Growth and Expansion reporting processes described in the attached Customer Order Addendum are followed. The fees due from Customer to Iron Brick resulting from the Customer's growth and expansion will be determined as set forth in this section and will be documented in an additional Order Form to be executed by both Customer and Iron Brick.

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.

Full-Service Equivalent ("FSE") Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	3,200
United States-based employees	3,200

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	3,200	100.0%	3,200
Part-Time Employees	0	25.0%	0
Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
Total FSE Count:	3,200		3,200

FSE Expansion Subscription Fees 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	\$336.20
USP	\$34.83
CCB	\$13.93

b. Additional Metric Reporting based on total cumulative number.

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

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
MSG	Each increment of 50,000 Additional Text Messages	\$2,625
CLM	Each increment of 1,000 additional	\$30,282

	Documents	
CLMAIM	Each increment of 10 additional Contract Lifecycle Management Custom AI Models	\$15,225

c. Additional Metric Reporting based on highest daily number.

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

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
SRCUSR	Strategic Sourcing User (Additional) - LDP	\$5,355
PRACU	Each increment of 10M Additional Published Data Rows	\$21,420
XTND-APP-3PK	Each increment of 3 additional Applications	\$73,500

5. Termination for Convenience

At any time on or after October 31, 2025, Customer may terminate the Agreement in its entirety for any reason upon written notice to Reseller and Workday during the applicable Termination Notice Period specified below and such termination shall only be effective on the applicable Effective Date of Termination shown below; provided that in the event of such termination, Customer pays Reseller the applicable Termination Fee and Payments shown below and are due on or before the Effective Date of Termination and the fees associated with any Transition Period.

Termination Notice Period	Effective Date of Termination	Termination Fee
October 31, 2025 through October 30, 2026	10/31/2026	\$1,286,013
October 31, 2026 through October 30, 2027	10/31/2027	\$1,143,122
October 31, 2027 through October 30, 2028	10/31/2028	\$1,000,232
October 31, 2028 through October 30, 2029	10/31/2029	\$857,342
October 31, 2029 through October 30, 2030	10/31/2030	\$714,452
October 31, 2030 through October 30, 2031	10/31/2031	\$571,561
October 31, 2031 through October 30, 2032	10/31/2032	\$428,671
October 31, 2032 through October 30, 2033	10/31/2033	\$285,781
October 31, 2033 through October 30, 2034	10/31/2034	\$142,890

6. Reduction Option

Beginning on the second anniversary of the Order Term Effective Date, should Customer's annual reporting, as required in the Growth and Expansion section of this Order Form ("Annual Reporting Obligation"), result in a reduction in FSE Workers below the maximum Baseline FSE Count, Customer may request adjustments to the Subscription Fees. This request must be made at the time of the Annual Reporting Obligation. Any adjustments to the Subscription Fees and Subscription Rights will be effective on the next anniversary date of the Annual Reporting Period. The adjustment(s) to the Subscription Fees and Subscription Rights will be calculated based on the FSE decrease percentage (which will be determined by dividing the FSE reduction amount by the maximum Baseline FSE Count), not to exceed five percent (5%) of the maximum Baseline FSE Count during the Order Term. Any such Subscription Fees adjustment will apply solely to the Subscription Fees in the subsequent Subscription Periods listed on this Order Form. This reduction will be formalized through an amendment to this Order Form to be signed by both parties ("Reduction Option Amendment"), any failure to promptly sign the amendment will render this option void. Any failure to submit the Annual Reporting within 30 (thirty) days prior to Customer's Count Date and request the reduction will render this option void. No reduction in fees may be applied retroactively to any previous Annual Reporting. Notice of the reduction in Baseline FSE Count must be sent to subscriptions@Ironbrick.com.

In the event Customer exercises this option, the Expansion Rates in this Order Form will be adjusted as of the effective date of the Reduction Option Amendment. The adjustment to the Expansion Rates will be calculated based on the uplift schedule below for the remainder of the Order Term.

Reduction Below Baseline %	FSE Expansion Rate Uplift per FSE Worker
0% - 5%	5%

Customer Contact Information

	Billing, In Care of <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	Subscriptions Contact 1 <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Finance Division Accounts Payable Board of County Commissioners Pinellas County	Kevin Karr
Street Address City/Town, State/Region/County, Zip/Post Code, Country	PO Box 2438 Clearwater, FL 33757	400 S Ft Harrison Ave, 2nd floor Clearwater, FL 33756
Phone/Fax #	727-464-8389	727-453-3604
Email (required)	FinanceAccountsPay@MyPinellasClerk.gov	kkarr@pinellas.gov

7. **Additional Flow down Terms.** For purposes of this Order Form only and as it relates specifically to this Customer, Iron Brick agrees to the following additional terms:

- a. **Sovereign Immunity.** Except as specifically stated otherwise herein, nothing contained herein shall be considered nor construed to waive the Customer's rights and immunities under Law, as may be amended.
- b. **Public Records.** The Customer is a public agency subject to Chapter 119, Florida Statutes. To the extent applicable to it, Workday shall comply with Florida's Public Records Law.

c. FOIA/Public Disclosure Laws. Workday acknowledges that Customer may be compelled to disclose certain Confidential Information pursuant to the Federal Freedom of Information Act and/or state public disclosure Laws. A disclosure by the Customer of Workday's Confidential Information to the extent required by Law will not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such disclosure (to the extent legally permitted) in time to allow Workday to contest such disclosure, follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. In the event of any request by a government agency, law enforcement authority, or document subpoena for access to the Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform the Customer of such demand. In accordance with Section 119.0701(3)(a), Florida Statutes (or successor statutes), a request to inspect or copy public records relating to this Agreement must be made directly to the Customer. The Customer remains the owner and controller of the Customer Data; the Customer Data may include public records. The Customer's "possession" of Customer Data includes its ability to copy and download such Customer Data through the Service. Workday does not, as part of the Service, restrict the Customer's overall access to its Customer Data, but the Customer has the ability to make such restrictions through the security settings of the Service which apply to an individual Authorized Party. The Customer is responsible for ensuring that persons responsible for responding to public records requests have adequate security settings to access and copy the Customer Data that is responsive to the requests. If the Customer does not possess the requested records, the Customer will immediately notify Workday of the request, and Workday must provide the records to the Customer or allow the records to be inspected or copied within a reasonable time. If Workday receives from the Customer a records request related to the Agreement and believes that the requested records are not public records, then Workday will communicate its position in writing to the Customer's public records custodian, with a copy to the Customer's general counsel, and cite to the specific statutory provision that Workday believes justifies its position. Workday may initiate a declaratory action in a Florida circuit court for a determination whether the records requested do not qualify as a public record or whether the records are exempt from the public records law. Workday's compliance with applicable Florida public records law is a material obligation of this Agreement and all related Order Forms.

d. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT:**

(727) 464-3341,

clerkinfo@mypinellasclerk.org

ATTN: PUBLIC RECORDS LIASON

315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

e. Scrutinized Companies - 287.135 and 215.47. Workday is aware of and understands the provisions of Section 287.133(2)(a), Florida Statutes and Section 287.134(2)(a), Florida Statutes. As required by Section 287.135(5), Florida Statutes, Workday certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria.

f. E-Verify. Customer is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees.

Workday affirms and represents that it is registered with the E-Verify System and will continue to use E-Verify (or an equivalent successor program, if applicable) as required by Section 448.095, Florida Statutes during the Term of this Agreement.

g. Termination For Non-Appropriation. The Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. In the event that funds are not appropriated or otherwise made available, in whole or in part, to support continuation of performance in a subsequent fiscal period, and the Customer terminates all or a portion its Order Form for the Workday Service under the prime agreement with Reseller, the Reseller may terminate corresponding, impacted portion(s) of this Order Form, in whole or in part. In accordance with the foregoing, the Reseller will give Workday thirty (30) days advance written notice prior to the effective date of any such termination. All obligations of the Reseller to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Reseller will pay for (i) the entire time period the Service was made available to the Customer prior to Workday's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which the Customer has received services.

h. Anti-Human Trafficking. In accordance with applicable Law, Iron Brick and Workday shall maintain policies which provide that Workday does not use illegal or unlawful coercion for labor or services, in accordance with applicable Law, including but not limited to Section 787.06(13), Florida Statutes.

i. Audit. financial records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. Workday must retain any such records for five (5) years following Contract completion and must provide the Customer or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle Customer to audit any records that are not related to the Agreement.

j. The Parties agree that while Workday is not a party to this Order Form, or the Pinellas County Agreement 25-0365-RFP ("Agreement") Iron Brick and Workday have entered into a contract that names Pinellas County as a third party beneficiary to the EUSA, with the intent to give Pinellas County all rights and remedies detailed in the EUSA and Product Terms including but not limited to any warranty, indemnification, and SLA claims. Any term(s) in the Order Form and/or EUSA that assert a right or duty of Workday will be enforced by Iron Brick. In the event there are third party rights that cannot be enforced by Pinellas County against Workday, Iron Brick will pursue any third-party rights on the County's behalf.

CUSTOMER ORDER ADDENDUM

Reseller Name	Iron Brick Associates LLC
Customer Name	County of Pinellas, FL
Customer Address	400 S. Ft. Harrison Ave, Clearwater, Florida, 33756, United States
Customer Order Term	October 31, 2025 through December 31, 2030
Tenant (or Instance as applicable) Base Name <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	pinellascounty

Service SKUs identified in the Workday Service SKU Descriptions Addendum below are subject to the Product Terms for the applicable Product Line available at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which are incorporated herein by reference and for which Workday will provide notice of updates by posting updated versions. Any Service SKU described in this Customer Order Addendum is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. Use of the Services is subject to the EUSA.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
HLP	Help	FSE*	Full Enterprise
JRNY	Journeys	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
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
CE	Candidate Engagement	FSE*	Full Enterprise
MSG	Messaging	Messages	Up to 250,000 outbound and inbound messages
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PLNF	Financial Planning	FSE*	Full Enterprise
PRA	Prism Analytics Enterprise	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant (or Instance as applicable)
PRJT	Projects	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
SC	Scheduling	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
INV	Inventory	FSE*	Full Enterprise
SRCEXP	Strategic Sourcing Expert	User	Up to 20 Users
CLM	Contract Lifecycle Management	Documents	Up to 1,000 Documents and Up to 5 Contract Lifecycle Management Custom AI Models
XTND	Extend Essentials	Application	Up to 3 Applications
WSP	Workday Success Plan	% of Fee	WSP - Accelerate

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

**The number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for HCM.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	3,200
United States-based employees	3,200

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.

Contact Information for Customer

	Customer Support <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	Security Contact <i>The Named Support Contact responsible for receiving security notifications.</i>
Contact Name	Belinda Huggins	Marie Wison
Street Address	400 S Ft Harrison Ave, 2nd floor	400 S Ft Harrison Ave, 2nd floor
City/Town, State/Region/County, Zip/Post Code, Country	Clearwater, FL 33756	Clearwater, FL 33756
Phone/Fax #	727-464-4236 Cell 812-918-7422	727-453-3061
Email (required)	bhuggins@pinellas.gov	mawilson@pinellas.gov

	Initial Named Developer Site Admin - 1
Contact Name	Bryan Zumwalt
Phone/Fax #	Phone: 727.464.4759 Mobile: 727.452.8948
Email (required)	bzumwalt@pinellas.gov
	Initial Named Developer Site Admin - 2
Contact Name	Kevin Pratt
Phone/Fax #	727-453-3464
Email (required)	kpratt@pinellas.gov

1. General.

Unless otherwise defined herein, capitalized terms used in this Customer Order Addendum have the same meaning as set forth in the EUSA. Customer's subscription rights are based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

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

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	3,200	100.0%	3,200
Part-Time Employees	0	25.0%	0

Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
Total FSE Count:	3,200		3,200

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

SKU	Metric	Definition
MSG	Messages	Text messages sent or received by recipient.
PRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer’s PRA data catalog. Published Data Rows are measured separately for each Tenant (or Instance as applicable).
SRCEXP Users	User	An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.
CLM	Documents	A Document is any non-identical file uploaded or stored to the application. Any file uploaded or stored to the application solely as an attachment using the in-application attachment functionality is not considered a Document and will not be counted against Customer’s Document Entitlement.
XTND	Application	An Extend App that has been promoted by a Developer to production. Each Extend App that has been promoted by a Developer to production is counted against Customer’s Extend Subscription Right unless the Extend App is retired.

PRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer's PRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's PRA subscription and any other PRACU subscription(s). Published Data Rows are measured separately for each Tenant (or Instance as applicable).
CLMAIM	Custom AI Models	A Custom AI Model is an X-Ray model published within the application. Once published, each Custom AI Model is perpetually counted against the Customer's Custom AI Model Subscription Rights, even if the model is later suspended or deleted. Modification or re-publication of a published Custom AI Model will not be considered a publication of a new Custom AI Model and will not be counted against Customer's Custom AI Model Subscription Rights.

4. Growth and Expansion Reporting.

A. Annual Reporting Obligation.

Customer will report to Reseller 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 herein, as applicable, as of 90 days ("**Count Date**") prior to each anniversary of the Order Term start date. If the Annual Reporting Obligation shows amounts higher than those stated in this Customer Order Addendum, the Annual Subscription Rights in the Subscription Rights Table will be adjusted upward for the remainder of the Order Term.

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 to Reseller the excess Subscription Rights within 30 days of the Growth Event. Any Growth Event adjusts the Annual Subscription Rights indicated in the Subscription Rights Table for the remainder of the Order Term.

C. Workday Success Plans Reporting.

In conjunction with any fees due as a result of the Annual Reporting Obligation or Growth Event Reporting Obligation, additional fees will be added for Workday Success Plan for any excess Subscription Rights.

5. Additional Scope of Use Terms.

Prism Analytics. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with 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. 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 Published Data Rows entitlements (set forth in the "**Growth and Expansion**" section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). "**Data Limit**" for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the "**Subscription Rights Table**" above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

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

Service	Product Line	Description
Core Human Capital Management	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 Management	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities.
Help	Human Capital Management	Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases.
Journeys	Human Capital Management	Journeys enables customers to surface content from inside and outside of Workday for employee milestone events (journey paths) and every day work activities (cards).
Cloud Connect for Benefits	Human Capital Management	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Payroll for United States	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday

		Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Learning	Talent Management	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Cloud Connect for Learning	Talent Management	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning.
Recruiting	Talent Management	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Candidate Engagement	Talent Management	Candidate Engagement enables recruiters to connect with and engage prospects and candidates through personalized experiences with campaigns and landing pages.
Messaging	Platform and Product Extensions	Messaging enables Customers to connect with their end users via text messaging communications, and provides a platform to manage messaging preferences, including opt-in/opt-out preferences.
Core Financials	Financial Management	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer

		relationship management, electronic payments and customer payments via credit card.
Grants Management	Financial Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Financial Planning	Adaptive Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Prism Analytics Enterprise	Analytics Reporting and	Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.
Projects	Financial Management	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Time Tracking	Workforce Management	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.
Scheduling	Workforce Management	Scheduling supports an organization in creating and managing workforce schedules. This includes the ability to build schedules, account for worker preferences and availability, and assign, notify, and engage with workers regarding schedules.
Expenses	Financial Management	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses includes connectors that facilitate integration to partners

		that provide capabilities, including corporate card transactions and travel partners.
Procurement	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Inventory	Spend Management	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).
Strategic Sourcing Expert	Spend Management	Workday Strategic Sourcing supports organizations in sourcing goods and services from suppliers. Workday Sourcing Expert Package includes Sourcing Pipeline Platform, Sourcing SSO Integration, Sourcing API Connection Support, Sourcing Intake, Sourcing Supplier Management, Sourcing RFx Engine, Sourcing eAuctions Platform, and Sourcing Dynamic Negotiations & Analytics (DNA). Supports unlimited stakeholders and suppliers.
Contract Lifecycle Management	Contract Management and Document Intelligence	Contract Lifecycle Management enables customers to manage and track contracts from creation and ingestion through contract signature by providing templating, workflow management, authoring, redlining, and approval capabilities along with integrations to digital signing providers. Contract Lifecycle Management enables customers to extract data from created or ingested documents by providing a user interface, search capabilities, analytics, and custom AI models to assist with data extraction and analysis.
Extend Essentials	Platform and Product Extensions	Workday Extend enables organizations to use extensions to Workday Service applications and to use custom applications with Workday Service applications, provided such extensions and applications were created under the Workday Extend Developer Program.

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

ORDER FORM #00517786.0

Customer Name	County of Pinellas, FL
Reseller Name	Iron Brick Associates, LLC ("Reseller")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Order Form and End User Subscription Agreement ("EUSA") Effective Date	The later of the dates beneath the parties' signatures below
Training Credit Order Term	24 months from the Order Effective Date
Currency	USD
Total Training Fees	\$166,750

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the EUSA, invoiced upon Order Form Effective Date	\$166,750
	Total Payment Amount	\$166,750

SKU	Training Offering	Price Per Credit	Quantity	Total Training Credit Fees
TC	Training Credits	\$667	250	\$166,750
			Total (TC) Training Fees	\$166,750

Customer Contact Information	Billing, In Care of
Contact Name	
Street Address City/Town, State/Province/Region Zip/Postal Code Country	
Phone	
Email (Required)	

ORDER FORM #00518049.0

Customer Name	County of Pinellas, FL
Reseller Name	Iron Brick Associates, LLC ("Reseller")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Order Effective Date	October 22, 2028
Training Credit Order Term	24 months from the Order Effective Date
Currency	USD
Total Training Fees	\$166,750

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the EUSA, invoiced upon Order Effective Date	\$166,750
	Total Payment Amount	\$166,750

SKU	Training Offering	Price Per Credit	Quantity	Total Training Credit Fees
TC	Training Credits	\$667	250	\$166,750
			Total (TC) Training Fees	\$166,750

Customer Contact Information	Billing, In Care of
Contact Name	
Street Address City/Town, State/Province/Region Zip/Postal Code Country	
Phone	
Email (Required)	

5. Additional Flow down Terms. For purposes of Order Form 00517786.0 and 00518049.0 only and as it relates specifically to this Customer, Iron Brick agrees to the following additional terms:

- a. Sovereign Immunity. Except as specifically stated otherwise herein, nothing contained herein shall be considered nor construed to waive the Customer's rights and immunities under Law, as may be amended.
- b. Public Records. The Customer is a public agency subject to Chapter 119, Florida Statutes. To the extent applicable to it, Workday shall comply with Florida's Public Records Law.
- c. FOIA/Public Disclosure Laws. Workday acknowledges that Customer may be compelled to disclose certain Confidential Information pursuant to the Federal Freedom of Information Act and/or state public disclosure Laws. A disclosure by the Customer of Workday's Confidential Information to the extent required by Law will not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such disclosure (to the extent legally permitted) in time to allow Workday to contest such disclosure, follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. In the event of any request by a government agency, law enforcement authority, or document subpoena for access to the Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform the Customer of such demand. In accordance with Section 119.0701(3)(a), Florida Statutes (or successor statutes), a request to inspect or copy public records relating to this Agreement must be made directly to the Customer. The Customer remains the owner and controller of the Customer Data; the Customer Data may include public records. The Customer's "possession" of Customer Data includes its ability to copy and download such Customer Data through the Service. Workday does not, as part of the Service, restrict the Customer's overall access to its Customer Data, but the Customer has the ability to make such restrictions through the security settings of the Service which apply to an individual Authorized Party. The Customer is responsible for ensuring that persons responsible for responding to public records requests have adequate security settings to access and copy the Customer Data that is responsive to the requests. If the Customer does not possess the requested records, the Customer will immediately notify Workday of the request, and Workday must provide the records to the Customer or allow the records to be inspected or copied within a reasonable time. If Workday receives from the Customer a records request related to the Agreement and believes that the requested records are not public records, then Workday will communicate its position in writing to the Customer's public records custodian, with a copy to the Customer's general counsel, and cite to the specific statutory provision that Workday believes justifies its position. Workday may initiate a declaratory action in a Florida circuit court for a determination whether the records requested do not qualify as a public record or whether the records are exempt from the public records law. Workday's compliance with applicable Florida public records law is a material obligation of this Agreement and all related Order Forms.
- d. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC**

RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT:

(727) 464-3341,

clerkinfo@mypinellasclerk.org

ATTN: PUBLIC RECORDS LIASON

315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

- a. Scrutinized Companies - 287.135 and 215.47. Workday is aware of and understands the provisions of Section 287.133(2)(a), Florida Statutes and Section 287.134(2)(a), Florida Statutes. As required by Section 287.135(5), Florida Statutes, Workday certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria.
- b. E-Verify. Customer is obligated to comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility." Compliance with Section 448.095, Fla. Stat., includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Workday affirms and represents that it is registered with the E-Verify System and will continue to use E-Verify (or an equivalent successor program, if applicable) as required by Section 448.095, Florida Statutes during the Term of this Agreement.
- c. Termination For Non-Appropriation. The Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. In the event that funds are not appropriated or otherwise made available, in whole or in part, to support continuation of performance in a subsequent fiscal period, and the Customer terminates all or a portion its Order Form for the Workday Service under the prime agreement with Reseller, the Reseller may terminate corresponding, impacted portion(s) of this Order Form, in whole or in part. In accordance with the foregoing, the Reseller will give Workday thirty (30) days advance written notice prior to the effective date of any such termination. All obligations of the Reseller to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Reseller will pay for (i) the entire time period the Service was made available to the Customer prior to Workday's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which the Customer has received services.
- d. Anti-Human Trafficking. In accordance with applicable Law, Iron Brick and Workday shall maintain policies which provide that Workday does not use illegal or unlawful coercion for labor or services, in accordance with applicable Law, including but not limited to Section 787.06(13), Florida Statutes.
- e. Audit. financial records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. Workday must retain any such records for five (5) years following Contract completion and must provide the Customer or their authorized representatives

complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle Customer to audit any records that are not related to the Agreement.

f. The Parties agree that while Workday is not a party to Order Form #00518049.0 or Order Form #00517786.0, or the Pinellas County Agreement 25-0365-RFP ("Agreement") Iron Brick and Workday have entered into a contract that names Pinellas County as a third party beneficiary to the EUSA, with the intent to give Pinellas County all rights and remedies detailed in the EUSA and Product Terms including but not limited to any warranty, indemnification, and SLA claims. Any term(s) in the Order Form and/or EUSA that assert a right or duty of Workday will be enforced by Iron Brick. In the event there are third party rights that cannot be enforced by Pinellas County against Workday, Iron Brick will pursue any third-party rights on the County's behalf.

Order Forms 00517786.0 and 00518049.0 are subject to and governed by the EUSA. This Order Form (including the Addenda attached hereto) incorporates the Training Terms ("**Training Terms**") and the Bulk Training Credit Rates (the "**Bulk TC Rates**"), attached hereto as Addendum A and Addendum B. In the event of a conflict between the terms of the EUSA, the Training Terms, this Order Form, and the attached Addenda, the order of precedence is (i) this Order Form, (ii) Addendum B (Bulk TC Rates), (iii) the Training Terms, and (iv) the EUSA. Any additional, inconsistent, or conflicting terms appearing on any purchase order, invoice, or other documentation issued by Customer shall be null and void and of no legal effect. All remittance advice and invoice inquiries shall be directed to accounting@ironbrick.com

ADDENDUM A - WORKDAY TRAINING TERMS

These Training Terms apply to Courses and other training-related products and services offered to Workday's Customers and Partners ("**Workday Training**"). Capitalized terms used in these Training Terms that are not defined in this document have the meanings in the EUSA (with respect to Customers) or in the Partner Agreement (with respect to Partners). Descriptions of Workday Training Courses and processes are provided in Workday Community. Workday Training may be purchased on an Order Form or in Workday Community. Purchaser is responsible to meet Workday's Course and other training requirements published in Workday Community and Workday Learning Center.

1. Permitted Use & Restrictions

a. Permitted Use. Workday Training is solely for use by (i) Customer Learners only to support Customer's internal use of the Service consistent with the EUSA; and (ii) Partner Learners only for purposes consistent with the applicable Partner program, and unless otherwise agreed by Workday and Partner in writing, to enable such Partner to perform Workday-related services only for Customers. Workday Training and Training Content may be used only during the applicable term of Purchaser's agreement with Workday.

b. Restrictions. Except as expressly provided herein or with Workday's express prior written consent, neither Purchaser nor Learner will (i) allow any individual other than the enrolled Learner to attend Workday Training or use any Training Content, provided that Purchasers or Learners may request accommodations as provided in Workday Community; (ii) copy, modify, make derivative works of, or distribute any Training Content; or (iii) incorporate any Training Content (including screenshots) in any material. Failure to comply with these Training Terms may expose Purchaser and Learner to legal or disciplinary action by Workday, including restriction or removal from Workday Training, cancellation of certifications, and copyright infringement proceedings.

2. Product Specific Terms

a. Dedicated Training (Customers only). Customers may request Workday to present in-person or live virtual Courses to Customer Learners ("**Dedicated Training**"), subject to Workday's availability and approval. Fees for Dedicated Training are determined by the number of Learners and the Training Fees or Training Credits required for the Course, plus additional fees for Workday Training not provided at a Workday training center. The fees for Dedicated Training cancellation requests not received within the Cancellation Notice Period are 50% of the Training Fees or Training Credits plus all additional fees for onsite training. Additional health-related terms applicable to in-person training may be set forth in Workday Community.

b. Training Subscriptions. Workday Training Subscriptions (e.g., Learn On-Demand, Adoption Kit, Administrator Training Kits) may be used only by the "**Named Users**" identified by Customer in Workday Community during the Order Term. Partner Named Users are Learners registered in the Workday Learning Center. The Order Form for a Training subscription will specify the number of permitted Named Users.

c. eBooks. For certain Workday Training, Workday will make available one eBook to each Learner in electronic format. Learners may use the eBook only for Learner's individual, private study for the Workday Training and may print one copy for such use.

d. Workday Certification Programs. Workday offers certification programs to Customers and Partners as identified in the Training Catalog. Partner certifications are available only to certain partners as set forth in the Partner Agreements. To obtain and maintain certification, Learners must complete all requirements and pass applicable testing. Certifications: (i) are granted to individual Learners and are not owned or controlled by Purchasers; (ii) are not transferable to any Purchaser or another individual; (iii) automatically expire if the Learner fails to maintain updated certification requirements and when the Learner leaves employment or engagement with Purchaser, unless

Workday consents (in writing at its sole discretion) to Learner's request to transfer certifications upon Learner's subsequent employment or engagement by another Purchaser; and (iv) may be canceled for other reasons at Workday's sole discretion.

e. Downloadable Content (Customers). Customer may download the Downloadable Content during the Order Term covering the Downloadable Content and internally use, copy, modify, and create derivative works of the Downloadable Content solely to help Customer successfully roll out the Service across its organization in accordance with the EUIA and these Training Terms. Customer is solely responsible for any derivative works and other modifications to Downloadable Content made by or for Customer. Customer owns all derivative works and other materials that Customer is permitted to develop, make, or conceive under this section ("**Customer Improvements**"), except that Workday retains all underlying intellectual property rights in the Downloadable Content, the Service, and all Training Content. Customer may use the Workday property incorporated into the Customer Improvements only as provided in this section. Workday may create, modify, use, transfer, and distribute material that is substantially similar to Customer Improvements. Customer will reproduce all Workday proprietary rights notices on copies and revised versions of Downloadable Content. Workday may add, change, or remove Adoption Kits and portions of other Downloadable Content at any time, subject to the applicable Order Form terms.

3. Fees and Training Credits

a. Fees and Payment. Purchaser will pay Workday for all Workday Training enrolled in or taken under Purchaser's account, unless timely canceled in accordance with these Training Terms. No refunds or credits will be given for failure to meet Workday Training or Course requirements or for late cancellation. Workday is not responsible for costs incurred by Purchaser or Learners to participate in Workday Training. Training Fees are set forth in the Training Catalog. Purchaser will pay all Training Fees and fees for Training Credits in accordance with applicable Order Form, or, if none, the terms of the EUSA or Partner Agreement, as applicable.

b. Training Credit Bulk Purchase Option. Fees for bulk purchases of Training Credits will be set forth in an Order Form and such fees will apply to the cumulative number of prepaid Training Credits purchased at any time during any rolling 12-month period during the Order Term. Bulk Training Credit Rates will not be applied retroactively for previously purchased Training Credits or for a la carte Workday Training purchases (e.g., Course purchases from the Workday Learning Center).

c. Training Credit Use. Purchaser may use Training Credits to pay for any TC-Eligible Course that starts on or after the Order Effective Date and ends on or before 24 months after the Order Effective Date. For Self-Directed Courses purchased with Training Credits, Learners must enroll in the Course before the Training Credit expiration date but can begin the Course after such date. Training Credits are decremented from Purchaser's Training Credit balance upon Course enrollment. If a Purchaser enrolls in a TC-Eligible Course without an adequate Training Credit balance, Workday will invoice Purchaser for the Training Fees for the Course. Self-Directed Courses also may be referred to as Learn Independent Courses.

4. Cancellation & Termination

a. Course Change or Cancellation by Purchaser or Learner. Subject to the exceptions in this Section, Purchaser or Learner may reschedule time or date of Course attendance or cancel a Course enrollment without charge if such change is entered into the Workday Learning Center within the applicable Cancellation Notice Period; provided, however, that all changes related to an exam that is scheduled with Workday's exam provider must be made in the provider's system. For timely changed or canceled Courses, Workday will restore the Training Credit(s) decremented or will not charge Purchaser for the Training Fees. Notwithstanding the foregoing sentences in this Section, the following events are deemed to be Course cancellations ineligible for credit or refund: (i) failure to timely meet Workday Training or Course requirements or attend an entire Course; (ii) Course changes and cancellations not within

applicable Cancellation Notice Period; (iii) withdrawals or cancellations from Self-Directed or Refresher Courses or Workday Pro exams after the Purchaser's Training Coordinator has approved the Course or exam; and (iv) Learner does not take or pass any required exam.

b. Course Change or Cancellation by Workday. If Workday discontinues a Self-Directed or Refresher Training Course or an exam, the Learner must attend/take the Course or exam prior to the final offering date announced by Workday. Workday will not refund Training Fees or restore Training Credits if Learner does not do so. If Workday cancels any other Course, Workday will restore Training Credits decremented from Purchaser, or will not charge Purchaser for Training Fees, for such Course. Workday is not responsible for any costs or expenses incurred by Purchaser or Learner in connection with any Workday-canceled Workday Training.

5. Miscellaneous

a. Updates. Workday reserves the right to add, change, or discontinue Workday Training offerings from time to time without notice to Purchasers or Learners. Please consult the Training Catalog for the most current Workday Training offerings. Workday may modify these Training Terms from time to time in its sole discretion; provided the overall features and substance of the Workday Training program will not be materially decreased during the applicable Order Term.

b. Privacy. Workday may provide Purchaser and Learners with notices, including notices regarding changes to these Training Terms, by email, regular mail, or postings in Workday Community or the Workday website. Workday may provide information about a Learner's training activity to the applicable Purchaser, to subsequent Purchasers that hire or engage such Learner, and to third parties used by Workday from time to time to facilitate Workday Training. Workday's Privacy Statement currently located at <https://www.workday.com/en-us/privacy.html> applies to Workday Training. Purchaser will obtain all necessary rights and permissions (including consent from Learners and Purchaser's assignees, where required) to provide the Learner information described in this subsection to Workday so that Workday may provide Workday Training.

d. Miscellaneous. Workday Training is not subject to any SLA and is not part of the Service. Workday Training is not covered under any Workday audit report or ISO Certification. Any audit activities and Customer information requests will be addressed in accordance with the optional Universal Customer Audit Program Order Form.

6. Definitions

"Cancellation Notice Period" means (a) at least 7 full calendar days before Course start date, (b) within 24 hours of enrollment for Courses enrolled within 7 full calendar days of Course start date, or (c) at least 14 full calendar days before Course start date for Dedicated Training.

"Course" means any Workday Training course, exam, or other training offering listed in the Training Catalog or in the Workday Learning Center.

"Downloadable Content" means the portions of training offerings (e.g., Adoption Kit, Administrator Training Kits, Peakon Voice Fundamentals Course) that Workday expressly permits a Learner to download for use as described herein.

"Learner" means an individual employee, permitted independent contractor, or Authorized Party (for Customers only) of a Purchaser registered in the Workday Learning Center as a Learner under Purchaser's registered email domain.

“Partner Agreement” means the agreement under which the Purchaser is participating in any Workday Partner Program and such participation provides access to Workday Training.

“Purchaser” means a Customer or Partner that purchases Workday Training or is authorized to enroll Learners in Workday Training.

“TC-Eligible Course” means the Workday Training eligible to be purchased with Training Credits as identified in the Training Catalog with the number of “Credits” required for purchase.

“Training Catalog” means the applicable catalog of available Workday Training in Workday Community.

“Training Content” means all Course materials (including, without limitation, eBooks; Downloadable Content; Course structure, look and feel, and descriptions) and all other material made available by Workday in connection with Workday Training, whether presented visually, audibly, electronically, or in printed form.

“Training Credit” means prepaid credits redeemable for Workday Training in lieu of paying Training Fees.

“Training Fee” means the fee (other than Training Credits) established by Workday from time to time for each Course.

Last updated: September 20, 2024

ADDENDUM B - BULK TRAINING CREDIT RATES

The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD \$ 860
11-25	USD \$ 817
26-50	USD \$ 790
51-75	USD \$ 763
76-100	USD \$ 736
101-249	USD \$ 710
250+	USD \$ 667



EXHIBIT B

END USER SUBSCRIPTION AGREEMENT

This End User Subscription Agreement (“**Agreement**”) shall apply exclusively to Workday Service(s) that you are ordering through Reseller. These terms shall control and take precedence over any conflicting terms in a Reseller agreement or any other contract, request for quote, terms and conditions, or statement of work in scope. This Agreement is considered part of any agreement or quote issued by Reseller and Customer hereby agrees to this Agreement as it relates to the Workday Service(s).

1. Provision of Service. Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement. The Service is provided in U.S. English. Notwithstanding anything contained in any Contract Vehicle or other Reseller Agreement, the Workday Services shall perform according to the Documentation.

1.1 Invoices & Payment. Subscription Fees and all other fees due to Reseller hereunder will be invoiced for an amount and with payment terms as per Customer’s Agreement with Reseller, and in a format specified by the applicable Reseller Agreement, including any additional payment instructions or deviations. Unless otherwise detailed in an applicable Order Form, all fees are based on access rights acquired and not actual usage.

1.2 Suspension for Non-Payment. Except where prohibited by Law or applicable Contract Vehicle, and except with respect to charges subject to a reasonable and good faith dispute, if Reseller has failed to make payment on behalf of Customer’s account for more than thirty (30) days past due, in addition to any other rights or remedies Workday may have under this Agreement or by Law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full, or until Customer has requested novation of this Agreement to Workday.

1.3 Taxes. Except when Customer has a valid tax exemption certificate authorized by the appropriate taxing authority, Customer is responsible for paying to Reseller all Taxes imposed on the Service or any other services provided under this Agreement. Customer agrees to assist Reseller in providing Workday with a valid reseller certificate where required for tax exemption purposes. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer’s address as provided to Workday by Reseller.

2. Customer Obligations. Customer shall have sole responsibility for (a) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; (b) the accuracy, quality, and legality of all Customer Content, and shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use; (c) any Non-Workday Content it installs, uses, or enables; and (d) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer’s access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or Workday or its suppliers in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.



3. Proprietary Rights.

(a) Customer Ownership. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights.

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

3.1 Restrictions. Customer shall not (a) modify, copy, or create derivative works based on, the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorized Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (e), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

4. Confidentiality. Except as provided otherwise, each party (the "**Recipient**") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Discloser for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 (a) shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal; (b) this Section 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) are superseded by this Agreement with respect to confidentiality obligations.

5. Protection and Security of Customer Content and Privacy.

5.1 Security Program. Workday maintains a security program that conforms to the Workday Security Exhibit.

5.2 Third-Party Certifications and Audits. Workday maintains Audit Reports as set forth in the applicable Product Terms. Through Workday's customer self-service systems or upon Customer's written request, Workday shall make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

5.3 Privacy. Personal Data will only be processed in accordance with the Data Processing Exhibit.



5.4 Unauthorized Disclosure. If Reseller, Customer, or Workday becomes aware of a Security Breach, that party must promptly notify the other parties, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. 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. Workday warrants that during the applicable subscription Order Term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer shall use commercially reasonable efforts to notify Workday in writing, and provide a copy of the notice to Reseller, no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (1) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday, with a copy provided to Reseller, in accordance with the notice provisions of this EUSA or as required by Contract Vehicle. The Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty is termination of the applicable Service. Unless agreed to in writing, or as required by Contract Vehicle, notice to Reseller of a warranty defect shall not constitute notice to Workday under this paragraph.

6.1 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY 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. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

7. Indemnification.

7.1 Workday Indemnity. Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 RESERVED.

7.3 Conditions. The indemnitor's obligations are conditioned on the indemnitee: (a) promptly giving written notice of the third party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such



delay); (b) giving the indemnitor sole control of the defense and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 7.1 and 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

8. Limitation of Liability.

8.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OR (B) WORKDAY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL WORKDAY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER CUSTOMER'S AGREEMENT WITH RESELLER FOR THE SERVICE DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE.

8.2 EXCLUSION OF DAMAGES. EXCEPT FOR WORKDAY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

9. Term. The Term of this Agreement shall be as described in the Reseller Agreement or Contract Vehicle. Termination by Customer shall be as specified in the Reseller Agreement, except that nothing in the Reseller Agreement may confer termination rights to the Workday Service or obligate Workday beyond the rights specified in this Section 9.

9.1 Termination by Workday. If not otherwise prohibited by Contract Vehicle, Workday may terminate this Agreement upon thirty (30) days prior written notice to Customer of a material breach by the Customer or Reseller if such breach remains uncured at the expiration of such notice period. In the event this Agreement is terminated, all Order Forms are simultaneously terminated. In the event of a breach by Reseller, and provided Customer is in compliance with all terms of this Agreement, Workday will agree in good faith to negotiate a novation as specified in Section 9.8 (Novation to Workday) to allow Customer to continue using the Service. This provision shall not apply to Federal Customers.

9.2 Suspension. Workday may temporarily suspend Customer's access to, or use of, the Services if Workday believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; or (b) Customer is accessing or using the Services to commit an illegal act; or (c) Customer is accessing or using the Services in a way that is prohibited by or inconsistent with the service description contained in an applicable Order Specification. When reasonably practicable and lawfully permitted, Workday will provide Customer with advance notice of any such suspension. Workday will use reasonable efforts to re-establish the Services promptly after Workday determines that the issue causing the suspension has been resolved. During any suspension period, Workday will make Customer Content available. Any suspension under this paragraph shall not excuse payment as required by the applicable Contract Vehicle or Reseller Agreement.

9.3 Effect of Termination. Upon any expiration or termination of this Agreement, all Order Forms shall immediately terminate and Customer shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Content" and "Transition Period before Final Termination") and shall also cease accessing Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Reseller prior to the effective date of termination. Additionally, termination for any reason other than Workday's uncured material breach or as



allowed by Reseller Agreement or Contract Vehicle, shall not relieve Customer of the obligation to pay all future amounts due except as detailed in the applicable Contract Vehicle or Reseller Agreement.

9.4 Transition Period before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday or Reseller prior to any such termination for a one-time transition period, Workday will continue to provide the Service for up to three (3) months after the effective date of such termination (the “**Transition Period**”), subject to the terms and conditions of this Agreement. Monthly fees for the Transition Period will be quoted through Reseller. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of this Agreement was due to Customer’s breach, Workday has no obligation to perform under this section unless it receives from Reseller (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.5 Transition Consulting Services. During a Retrieval Period or Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer’s internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee quoted through Reseller that is based on Workday’s then-current rates for consulting services and such services will be set out in a statement of work. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for Customer’s breach, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed by Reseller and (ii) prepayment of fees for further services by Reseller.

9.6 Retrieval of Customer Content. Upon Customer’s written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content (“**Retrieval Period**”). After such Retrieval Period and subject to Workday’s legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting Customer’s applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for extraction in a machine readable format as described in the Documentation.

9.7 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) Section 1 “Provision of Services” and (ii) those provisions granting Customer access to any SKU(s) and services referenced in any applicable Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

9.8 Novation to Workday. This End User Subscription Agreement and all applicable Order Forms may be novated to Workday: (1) Upon mutual agreement between Customer, Reseller and Workday; or (2) if Reseller has failed to pay the applicable subscription fees, there is a material threat of Reseller’s bankruptcy or insolvency, or is otherwise in breach of its Agreement to Workday, to Customer, or to the applicable Contract Vehicle, and upon mutual agreement between Customer and Workday. Such novation shall be memorialized in a separate, mutually agreed upon novation agreement between the parties. The term of the novated agreement, which will become a Main Subscription Agreement as between Customer and Workday, shall be for whatever subscription period was remaining on Reseller’s Agreement or as otherwise negotiated. Workday and Customer’s obligations and terms and conditions shall be limited to those specified in this End User Subscription Agreement, including all applicable Order Forms, or as otherwise negotiated in the novation agreement. Any other Terms and Conditions or obligations contained in Reseller’s Agreement unrelated to performance of the Service or applicable fees shall remain as between



Customer and Reseller, and Workday shall have no obligation to fulfill any additional requirements or services to Customer. This provision shall not apply to Federal Customers.

10. General Provisions.

10.1 Relationship of the Parties. The parties 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 the parties. This agreement, when attached to Reseller's contract with Customer, is designed to create a mutual third-party beneficiary relationship between Workday and Customer. No other third-party beneficiary relationships shall be considered a part of this agreement unless otherwise explicitly identified.

10.2 Insurance. Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee; (b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000; and (c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate. Limits for (1) Employers Liability only, and (2) may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions.

10.3 Notices. Unless expressly stated otherwise, all notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) the third business day after first class mailing. Notices to Workday shall be sent to its General Counsel at legal@Workday.com or other contact indicated by the Reseller. Notices to Customer shall be sent to the address provided by Reseller. Each party may modify its recipient of notices by providing notice pursuant to this Agreement either directly or through communication with Reseller.

10.4 Background Check. Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under this Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

10.5 Code of Conduct. Workday has a published code of conduct available on its public web site with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

10.6 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.7 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of



terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively) ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within fifteen (15) days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

10.8 Assignment. Except as specified in Section 9.8 (Novation to Workday), neither Customer nor Reseller may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (an "**M&A Assignment**") so long as the assignee agrees to be bound by all of the terms of this Agreement in an amendment to this Agreement and all past due fees are paid in full or otherwise accounted for in the amendment. In no event shall Customer have the right to assign this Agreement to a direct Competitor of Workday. In the event of an M&A Assignment, the non-assigning party shall be entitled to request from the assignee information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. This provision shall not apply to Federal Customers.

10.9 Governing Law.

- a. Except as otherwise provided for in Paragraph a, this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflict of law thereof that would require the application of the laws of any other state or jurisdiction.
- b. Process may be served on either party by first-class registered mail, as well as in any other manner authorized by applicable law or court rule. Neither the UCITA nor the United Nations Convention on Contracts for International Sale of Goods will apply to this Agreement, except as expressly adopted herein.

10.10 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction, unless authorized by the United States government.

10.11 Workday SLA Service Credits. 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 the following remedies from Reseller 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) a 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. Workday shall direct Reseller to 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 Reseller who will pass on the Credit to Customer. The remedies in this section are the Customer's exclusive remedies for any Failure.

10.12 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements



and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.13 Miscellaneous. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. 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.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this End User Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"Audit Reports" means the most recently completed security audit reports prepared by Workday's independent third party auditor and other security relevant assessment reports for the applicable Service as identified in the Product Terms, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

"AUP" means the acceptable use policy for the applicable Service located at <https://community.workday.com/aup>, which also incorporates by reference acceptable use policies of applicable Workday Subprocessors.

"Authorized Parties" means Customer's or an Affiliate's Workers and third party providers who are authorized by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process to access Customer's Instance or receive Customer Content.

"Claim" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Content; (c) each party's 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 and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, 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 (d) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

"Contract Vehicle" means a consortium or government wide acquisition contract that Workday is either a party to directly, or which Workday has allowed Reseller to use to sell Workday Services, and, if applicable, has been incorporated in the Reseller Agreement.



“Customer Content” means electronic data or information submitted to the Service by Customer or Authorized Parties.

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

“Data Processing Exhibit” or **“DPE”** means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday’s Data Processor obligations under the DPE.

“Documentation” means the current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

“Enhanced Features” shall have the same meaning as set forth in the applicable Product Terms.

“Federal Customers” means a Customer that is a US federal entity, a US public sector entity (including, but not limited to state and local government, a public institution of higher education, or a government owned utility company) or a federal contractor.

“Improvements” means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

“Instance” means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

“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.

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

“Loss” means reasonable attorneys’ fees and any damages or costs finally awarded or entered into in settlement of a Claim.

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

“Non-Workday Content” means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

“Order Form” means the commercial form that Workday uses to conduct its business in the customary course of its business or the equivalent document used by Reseller to convey the pricing and SKUs being purchased by Customer. An order form may contain product or service descriptions, pricing, or other usage terms. Order Forms, as used in this EUSA, do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

“Personal Data” has the definition set forth in the DPE.

“Product Terms” means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided



that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after notice to Customer.

"Production" means the Customer's use of or Workday's written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer's books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

"Reseller" means the Contracting entity directly selling Workday Service to Customer.

"Reseller Agreement" means the contract between Reseller and Customer.

"Security Breach" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorized Party or Workday, or incidental access to Customer Content 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 Law; (b) any Personal Data Breach as defined in the DPE, and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

"Security Exhibit" means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit.

"Service" means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

"Signature Document" means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

"SLA" means the Production Support and Service Level Availability Policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday's responsibilities under the SLA.

"Subscription Fees" means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.

"Taxes" means taxes, including local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes.



Addendum A

Public Sector Terms

1. FOIA/FERPA

- a. **FOIA/Public Disclosure Laws.** Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or any state equivalents or other applicable public disclosure Laws. A disclosure by the Customer of Workday's Confidential Information to the extent required by Law shall not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.
- b. **FERPA.** To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("**FERPA**") and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.

2. **Federal Government End Use Provisions.** Workday provides the pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

3. **Applicability of Order Forms.** All Workday Services and Subscriptions are provided as described in the applicable Order Form used by Workday in its normal course of business. With regards to Workday's obligations to Customer, the terms applicable to a particular SKU contained on an Order Form is available here: <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>. Any Terms and Conditions on an Order Form that relate to indemnification or payment, or that otherwise conflict with the applicable Contract Vehicle, or that are otherwise prohibited by law, shall not apply to Customer. The description of the service on the Order Form shall take precedence over any conflicting descriptions in a final quote or order even when Customer is not a party to the Order Form, unless Reseller and Customer specifically negotiate otherwise in writing an alternative description, and provided that any conflicting or alternative descriptions shall not be binding on Workday.

4. **Governing Law; Venue.** If Customer is:

- a. U.S. federal government or any agency, department, instrumentality, or entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with U.S. federal law, and jurisdiction and venue shall be as required or permitted by federal law or regulation.
- b. A state government or any agency, department, instrumentality, public university or school system, private university that accepts public funds, public development corporation or authority, or other entity thereof, then this Agreement and any other ancillary agreement



between the parties shall be governed and construed in accordance with the laws of that state, and jurisdiction and venue shall be as required by the laws of that state.

- c. A local government or any agency, department, instrumentality, public university or school system, public development corporation or authority, or entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of the state where the local government located, and jurisdiction and venue shall be as required by the laws of that state.
5. **Local Law Requirements: Canada.** With respect to Customers domiciled in Canada, the following provisions shall apply: (a) Choice of Language. The parties accept that the terms of this Agreement be drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais. (b) "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

EXHIBIT C

**PINELLAS COUNTY STANDARD TERMS &
CONDITIONS GOODS & SERVICES
AGREEMENTS**

As amended for Pinellas County Contract No. 25-0365-RFP

Table of Contents

1. DEFINITIONS	3
2. ACCEPTANCE OF DELIVERABLES	3
3. COMPLIANCE WITH APPLICABLE LAWS	4
A. Compliance with Laws, Generally	4
B. Convicted Vendors	4
C. Discrimination & Discriminatory Vendors	4
D. Public Entities Crimes	4
4. Conflict Of Interest	4
5. Force Majeure	5
6. Indemnification And Liability	6
A. Indemnification	6
B. Liability	6
7. INSURANCE & CONDITIONS PRECEDENT	6
8. INTELLECTUAL PROPERTY	6
9. MISCELLANEOUS	7
A. Advertising	7
B. Amendment	7
C. Assignment	7
D. Due Authority	7
E. Equal Opportunity & County Gift/Gratuity Policy	7
F. Execution in Counterparts	7
G. Governing Law & Venue	7
H. Name Changes	7
I. Non-Exclusive Agreement	7
J. Parties to the Agreement	8
K. Project Monitoring	8
L. Severability	8
M. Waiver	8
10. NOTICES	8
11. PAYMENT & FISCAL OBLIGATIONS	8
A. Fiscal Non-Funding	8
B. Invoices	9
C. Refunds	9
D. Taxes	9
E. Travel Expenses	9
12. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT	9
A. Audit	9
B. Confidential Records & Information	10
C. Cooperation with the Inspector General	10

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

D. Public Records	10
E. Right to Ownership	11
13. TERMINATION	11
A. CONTRACTOR Default Provisions and Remedies of COUNTY	11
B. COUNTY Default Provisions and Remedies of CONTRACTOR	12
C. Termination for Convenience	13
14. WARRANTY OF ABILITY TO PERFORM	13
15. SERVICES	13
A. Additional Services	13
B. Descoping of Services	13
C. Personnel	13
1) Approval and Replacement of Personnel	13
2) E-Verify	14
3) Independent CONTRACTOR Status and Compliance with the Immigration Reform and Control Act	14
4) Qualified Personnel	14
D. Quality of Services	14
16. EQUIPMENT MAINTENANCE	15
A. Extra Compensation	15
B. Addition and Deletion	15
17. DIGITAL CONTENT	15
A. Americans with Disabilities Act (ADA) Digital Accessibility Compliance	15
B. Software Updates	16
18. ACQUISITION OF GOODS OR PRODUCTS	16
A. Additional Quantities	16
B. Best Pricing Offer	16
C. Discounts	16
D. Material Safety Data Sheet	17
E. Material Quality	17
F. Variation in Quantity	17
G. Product Versions & Equivalents	17
H. Safety Standards	17
I. Trade-In	18
J. Transportation & Installation	18
19. EXHIBIT A: PAYMENT/INVOICES	20
20. EXHIBIT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS	21

PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS

1. DEFINITIONS

- A. **“Agreement”** means the agreement CONTRACTOR is entering into with Pinellas County, including all documents and exhibits which are expressly incorporated by reference, and any amendments thereto, regardless of the title of the primary agreement document. The term “Agreement” may be used interchangeably with the terms “Contract.”
- B. **“CONTRACTOR”** means Iron Brick Associates, LLC the entity entering into an agreement with Pinellas County and may be used interchangeably with the terms “bidder”, “respondent”, “contractor”, “vendor”, “submitter”, or “proposer” in relation to any solicitation for goods or services.
- C. **“Confidential Records”** and **“Confidential Information”** mean any information of any Party that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes *and* is designated in writing as a trade secret by CONTRACTOR (unless otherwise determined to be a non-confidential public record by applicable Florida law).
Notwithstanding the foregoing, Confidential Information does not include information that:
(i) becomes public other than as a result of a disclosure in breach of the Agreement; (ii) becomes available to the Party on a non-confidential basis from a third-party source which is not prohibited from disclosing such information; (iii) is known by the Party prior to its receipt from the other Party without any obligation or confidentiality with respect thereto; or (iv) is developed by the Party independently of any disclosures made in relation to the Agreement.
- D. **“CONTRACTOR Personnel”** means all employees of CONTRACTOR, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“County”** or **“Pinellas County”** means Pinellas County, a governmental agency and subdivision of the State of Florida.
- F. **“Parties”** means Pinellas County and any CONTRACTOR entering into an Agreement.
- G. **“Products”** means any products or goods provided pursuant to an Agreement and may be used interchangeably with the terms **“Materials”** or **“Goods”**.
- H. **“Services”** means the work specifically identified in an Agreement.

2. ACCEPTANCE OF DELIVERABLES

No deliverables are anticipated under the Agreement.

3. COMPLIANCE WITH APPLICABLE LAWS

A. **Compliance with Laws, Generally**

The CONTRACTOR will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for immediate contract termination.

B. **Convicted Vendors**

The CONTRACTOR warrants that neither it nor any affiliate is currently on the convicted Vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The CONTRACTOR will immediately notify the COUNTY in writing if its ability to perform is compromised in any manner during the term of the Agreement.

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

C. Discrimination & Discriminatory Vendors

In the performance of the Services, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, religion, gender, sexual orientation, gender-related identity, age, national origin, or disability.

As required by Section 287.134, Florida Statutes, an entity or affiliate that has been placed on the discriminatory CONTRACTOR list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

D. Public Entities Crimes

CONTRACTOR is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to COUNTY that CONTRACTOR is qualified to transact business with public entities in Florida, and to enter into and fully perform the Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Agreement.

4. Conflict Of Interest

The CONTRACTOR represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest will be employed by CONTRACTOR during the agreement term and any extensions, and during the term of the Agreement.

The CONTRACTOR must promptly notify the COUNTY in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the CONTRACTOR is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion from CONTRACTOR's legal counsel, at CONTRACTOR's sole expense, as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

5. RESERVED

6. Force Majeure

Neither Party is responsible for a delay resulting from its failure to perform if neither the fault nor the negligence of the Party or its employees or agents contributed to the delay, and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, pandemics, or other similar cause wholly beyond the Party's control. In case of any delay the CONTRACTOR believes is excusable under this provision, the CONTRACTOR will notify the COUNTY in writing of the delay or potential delay and describe the cause of the delay either: 1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONTRACTOR could not reasonably foresee that a delay could occur as a result; or, 2) if delay is not reasonably foreseeable, within five (5) days after the date the CONTRACTOR first had reason to believe that a delay could result. THE FOREGOING CONSTITUTES THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, will be asserted against the COUNTY. The CONTRACTOR will not be entitled to an increase in the Contract price or payment of any kind from the COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the CONTRACTOR will perform at no increased cost. Notwithstanding the above, if the COUNTY determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the COUNTY, the COUNTY may accept allocated performance or deliveries from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COUNTY with respect to products subjected to allocation; or may purchase from other sources (without recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the Products or Services that are subject of the delay, which purchases may be deducted from the Agreement quantity; or may terminate the Agreement in whole or in part.

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

7. Indemnification And Liability

A. Indemnification

CONTRACTOR agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents against any third party claims brought against the COUNTY solely caused by the act or omission, neglect or willful misconduct of CONTRACTOR; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the COUNTY.

B. Liability

Neither the COUNTY nor CONTRACTOR will make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the COUNTY nor CONTRACTOR will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The COUNTY will have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by CONTRACTOR of its business, whether caused by CONTRACTOR's negligence or willful action or failure to act

EXCEPT WITH RESPECT TO DAMAGES CAUSED BY THE CONTRACTOR'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD, IN NO EVENT WILL CONTRACTOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED \$1,000,000.

8. INSURANCE & CONDITIONS PRECEDENT

The Parties' rights and obligations under the Agreement are contingent upon and subject to the CONTRACTOR securing and/or providing any performance security or insurance coverage(s) required by the Agreement within 10 days of the Effective Date, unless another date is expressly designated. No services will be performed by the CONTRACTOR and the COUNTY will not incur any obligations of any type until CONTRACTOR satisfies these conditions. Unless waived in writing by the COUNTY, in the event the CONTRACTOR fails to satisfy the conditions precedent within the time required, the Agreement will be deemed not to have been entered into and will be null and void.

9. INTELLECTUAL PROPERTY

The parties do not anticipate that any intellectual property will be developed as a result of the Agreement. This provision will survive the termination or expiration of the Agreement.

10. MISCELLANEOUS

A. Advertising

Subject to Chapter 119, Florida Statutes, the CONTRACTOR will not publicly disseminate any information concerning the Agreement without prior written approval from the COUNTY, including, but not limited to mentioning the Agreement in a press release or other promotional material, either in print or electronically, to any entity that is not a party to Agreement.

PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS

B. Amendment

The Agreement may be amended by mutual written agreement of the Parties.

C. Assignment

The Agreement, and any rights or obligations hereunder, will not be assigned, transferred subcontracted, or delegated to any other person or entity by the CONTRACTOR without express prior written consent of the COUNTY, which consent shall not be unreasonably withheld. Any purported assignment in violation of this section will be null and void.

D. Due Authority

By signing any Agreement, each Party represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into the Agreement; (ii) each person executing the Agreement on behalf of the Party is authorized to do so; (iii) the Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

E. Equal Opportunity & County Gift/Gratuity Policy

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. CONTRACTOR and its agents are expected to conduct themselves accordingly in all interactions related to the Agreement. All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. CONTRACTOR agrees to ensure that its employees honor this policy.

F. Execution in Counterparts.

The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

G. Governing Law & Venue

The Agreement and any associated purchases will be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with the Agreement will be tried and litigated in the appropriate court permitted by in accordance with Florida law.

H. Name Changes

The CONTRACTOR is responsible for immediately notifying the COUNTY of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

I. Non-Exclusive Agreement

Entering into an Agreement imposes no obligation on the COUNTY to utilize the CONTRACTOR for all goods and/or services of the type contracted for which may develop during the agreement period. All agreements are non-exclusive. During the term of any Agreement the COUNTY reserves the right to contract with another provider for similar goods and/or services as it determines necessary in its sole discretion.

J. Parties to the Agreement

The Agreement creates no rights or privileges that are enforceable by anyone not a party to the Agreement unless specifically stated therein. Nothing set forth in the Agreement is intended to create, or will create, any benefits, rights, or responsibilities to any third parties, unless specifically stated therein. Persons or entities not a party to the Agreement may not claim any benefit from the Agreement or as third-party beneficiaries thereto.

PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS

K. Project Monitoring

Project Monitoring - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of the Agreement.

L. Severability

If any section, subsection, sentence, clause, phrase, or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.

M. Waiver

The delay or failure by either Party to exercise or enforce any of its rights under the Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

11. NOTICES

Any notice or written communication pursuant to the terms of the Agreement must be delivered in person, by Certified Mail, Return Receipt Requested or private carrier express mail, or emailed to the person or persons designated in the Agreement. Notice will be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

12. PAYMENT & FISCAL OBLIGATIONS

A. Fiscal Non-Funding

The Agreement is not a general obligation of the COUNTY. It is understood that neither the Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which the Agreement is executed. No liability will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence, and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.

B. Invoices

Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. but no later than forty-five days from the CONTRACTOR's invoice. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.

Invoices (if applicable) must be submitted to:

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

Clerk of the Circuit Court and Comptroller

Attn: Finance Division / Accounts Payable

PO Box 2438

Clearwater, Florida 33757

Phone: 727-464-8300

Email: FinanceAccountsPay@MyPinellasClerk.gov

The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

C. Refunds

If the Agreement is terminated as a result of a third-party claim for infringement, the CONTRACTOR will, without delay, provide a refund to the COUNTY of any prepaid fees to be provided after the termination in accordance with the EUSA.

D. Taxes

The COUNTY is exempt from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7, and the Federal Excise Tax Exemption Number is 59-6000800. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon CONTRACTOR or CONTRACTOR's assets, or upon the COUNTY in connection with the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

E. Travel Expenses

No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

13. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT

A. Audit

The COUNTY reserves the right to conduct an audit of the CONTRACTOR's financial records related to the Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. The CONTRACTOR must retain any such records for five (5) years following Contract completion and must provide the COUNTY or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle COUNTY to audit any records that are not related to the Agreement. Audit Reports are considered confidential information and are subject to the confidentiality terms in the Agreement unless otherwise subject to Public Records laws.

B. Confidential Records & Information

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

C. Cooperation with the Inspector General

CONTRACTOR will fully cooperate with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of CONTRACTOR agents or employees, and responding to requests for information.

D. Public Records

CONTRACTOR acknowledges that information and data it manages in relation to the Agreement may be public records in accordance with Chapter 119, Florida Statutes. CONTRACTOR agrees that prior to providing Services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws and regulations, including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision of the Agreement relating to compensation, the CONTRACTOR agrees to charge the COUNTY, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of the Agreement. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the contract, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR, or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT**

(727) 464-3341,

clerkinfo@mypinellasclerk.org

ATTN: PUBLIC RECORDS LIASON

315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756

The Parties acknowledge and agree that the statements and provisions in this Section are

PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS

required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

E. Right to Ownership

COUNTY owns all right, title and interest to the COUNTY's Content as defined in the EUSA.

14. TERMINATION

A. CONTRACTOR Default Provisions and Remedies of COUNTY

1. **Events of Default** - Any of the following will constitute a "CONTRACTOR Event of Default" hereunder:
 - i. CONTRACTOR fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
 - ii. CONTRACTOR breaches Confidential Information Section of the Agreement; or
 - iii. CONTRACTOR fails to perform or observe any of the other material provisions of the Agreement.
2. **Cure Provisions** - Upon the occurrence of a CONTRACTOR Event of Default as set out above, the COUNTY will provide written notice of such CONTRACTOR Event of Default to CONTRACTOR ("Notice to Cure"), and CONTRACTOR will have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the CONTRACTOR Event of Default described in the written notice.
3. **Termination for Cause by the COUNTY** - In the event that CONTRACTOR fails to cure a CONTRACTOR Event of Default as authorized herein, or upon the occurrence of a CONTRACTOR Event of Default as specified in Termination – CONTRACTOR Default Provisions and Remedies of COUNTY – Events of Default Section of the Agreement, the COUNTY may terminate the Agreement in whole or in part, effective upon receipt by CONTRACTOR of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the COUNTY.

B. COUNTY Default Provisions and Remedies of CONTRACTOR

1. **Events of Default** - Any of the following will constitute a "COUNTY Event of Default" hereunder:
 - i. the COUNTY fails to make timely undisputed payments as described in the Agreement;
 - ii. the COUNTY breaches Confidential Information Section of the Agreement; or

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

- iii. the COUNTY fails to perform any of the other material provisions of the Agreement.
- 2. **Cure Provisions** - Upon the occurrence of a COUNTY Event of Default as set out above, CONTRACTOR will provide written notice of such COUNTY Event of Default to the COUNTY ("Notice to Cure"), and the COUNTY will have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the COUNTY Event of Default described in the written notice.
- 3. **Termination for Cause by CONTRACTOR** - In the event the COUNTY fails to cure a COUNTY Event of Default as authorized herein, CONTRACTOR may terminate the Agreement in whole or in part effective on receipt by the COUNTY of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the CONTRACTOR.

15. RESERVED

16. WARRANTY OF ABILITY TO PERFORM

The CONTRACTOR warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the CONTRACTOR's ability to satisfy its contract obligations.

17. SERVICES

The terms under this section are applicable if the Agreement includes the provision of SERVICES:

A. Additional Services

The COUNTY may elect to have CONTRACTOR perform Services that are not specifically described in the Statement of Work but are related to the Services ("Additional Services"), in which event CONTRACTOR will perform such Additional Services for the compensation specified in the Statement of Work as negotiated and agreed to in writing by the two Parties. CONTRACTOR will commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

B. Personnel

1) E-Verify

CONTRACTOR and any subcontractor(s) must register with and use the E-verify system in accordance with Florida Statutes Section 448.095. A contractor and subcontractor may not enter into a contract with the COUNTY unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the COUNTY, CONTRACTOR, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statutes Section 448.09(1) will immediately terminate the contract with the person or entity. If the COUNTY has a good faith belief that a Subcontractor knowingly violated this provision, but the CONTRACTOR otherwise complied with this provision, the COUNTY will notify the CONTRACTOR and order that the CONTRACTOR immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges upon termination of the

PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS

Agreement by the COUNTY for violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR acknowledges that CONTRACTOR is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section. CONTRACTOR or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. CONTRACTOR will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

2) Independent CONTRACTOR Status and Compliance with the Immigration Reform and Control Act

CONTRACTOR is and will remain an independent contractor and is neither agent, employee, partner, nor joint venturer of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach of the Agreement.

3) Qualified Personnel

CONTRACTOR agrees that each person performing Services will have the qualifications and requirements to fulfill any obligations.

C. Quality of Services

The CONTRACTOR agrees that all Services provided under an Agreement will be performed in compliance with the Agreement terms.

18. EQUIPMENT MAINTENANCE

The terms under this section are not applicable because the Agreement does not include equipment maintenance:

A. Extra Compensation

No repairs, replacements of parts or equipment that will result in extra charges not covered by this contract will be performed by the CONTRACTOR without first submitting a written estimate of cost of same and securing written approval from the COUNTY.

B. Addition and Deletion

In the event any machine or equipment is subsequently purchased, the type of which is covered by the Agreement, such machine or equipment may, at the COUNTY's discretion, be added to the Agreement at the established rate and under the same terms and conditions. Any machine or equipment covered by the Agreement may, at the COUNTY's discretion, be deleted therefrom and the compensation contracted for proportionately reduced at any time, provided 30 days written notice is given to the CONTRACTOR.

19. DIGITAL CONTENT

The terms under this section are not applicable because the Agreement is governed by the terms set forth in the Workday End User Subscription Agreement:

A. Americans with Disabilities Act (ADA) Digital Accessibility Compliance

All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with

PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS

Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA.

COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the "Accessibility Issue"). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY:

1. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice;
2. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or
3. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

B. Software Updates

At no additional charge to the COUNTY, the CONTRACTOR will provide all necessary updates to the software to comport with the purpose of the Agreement and to comply with legislative changes. "Update" means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes that CONTRACTOR makes generally available to its customers. COUNTY will notify CONTRACTOR as soon as possible of any necessary changes to the functionality of the software to comply with legislative changes.

20. ACQUISITION OF GOODS OR PRODUCTS

The terms under this section are not applicable because the Agreement does not include the acquisition of GOODS or PRODUCTS:

A. Additional Quantities

For a period not exceeding ninety (90) days from the date of solicitation award, the COUNTY reserves the right to acquire additional quantities of the Product up to the amount shown in the Agreement, not to exceed double the initial agreed upon order, at the Agreement prices.

B. Best Pricing Offer

During the term of the Agreement, if the COUNTY becomes aware of better pricing offered by the CONTRACTOR for substantially the same or a smaller quantity of a Product outside the Agreement, but upon the same or similar terms of the Agreement, then the CONTRACTOR will extend the lower pricing to the COUNTY or the COUNTY may purchase that item for the lower price from another provider. The COUNTY will provide proof that the lower price is offered by another provider when requesting that the CONTRACTOR reduce its prices. If the CONTRACTOR lowers their pricing during the term of the Agreement, the CONTRACTOR will automatically furnish the lower price to the

PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS

COUNTY without prompting.

C. Discounts

If the Agreement is for Products to be ordered more than once, CONTRACTOR agrees to negotiate reasonable quantity discounts for one-time delivery of large single orders of Products under the Agreement, such discounts being not less than 5% and not more than 25% of the contracted per-unit price for the Products. A large single order is an order that is at least 25% more than the average of the prior 6 orders, or, if the number of orders is less than 6, then such volume as agreed by the Parties to be a large order. The COUNTY may seek to negotiate additional price concessions on quantity purchases of any Products offered under the Contract.

Delay in receiving an invoice, invoicing for products shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for COUNTY to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

D. Material Safety Data Sheet

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet (SDS) at time of delivery.

E. Material Quality

CONTRACTOR warrants that all products purchased and delivered under the Agreement will be of first quality and not damaged and/or factory seconds. In COUNTY's sole discretion, goods rejected due to damage, inferior quality, or workmanship may be returned to CONTRACTOR at CONTRACTOR's expense and are not to be replaced except upon receipt of written instructions from COUNTY. If the COUNTY elects to have such goods replaced, they will be exchanged within 24 hours of notice to the CONTRACTOR at no charge to the County. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

F. Variation in Quantity

County assumes no liability for products produced, processed or shipped in excess of the amounts ordered pursuant to the terms of the Agreement or associated Purchase Order.

G. Product Versions & Equivalents

Each purchase will be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the COUNTY specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification or purchase order are descriptive, not restrictive. With the COUNTY's prior written approval, the CONTRACTOR may provide any product that meets or exceeds the applicable specifications. The CONTRACTOR will demonstrate comparability through such means as appropriate catalog materials, literature, specifications, or test data. The COUNTY will determine in its sole discretion whether a Product is acceptable as an equivalent.

H. Safety Standards

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a

PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS

manufactured, natural, or LP gas source will be constructed and approved in a manner acceptable to the appropriate State Inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all Products furnished will meet all applicable requirements of the Occupational Safety and Health Act (OSHA) and State and Federal Requirements relating to clean air and water pollution.

The COUNTY reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant, or applicable facilities of a CONTRACTOR to assess conformity with the Agreement requirements and to determine whether they are adequate and suitable for proper and effective Agreement performance.

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

I. Trade-In – Not Applicable

J. Transportation & Installation – Not Applicable

EXHIBITS:

- **EXHIBIT A: PAYMENT/INVOICES**
- **EXHIBIT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS**

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

21. EXHIBIT A: PAYMENT/INVOICES

PAYMENT/INVOICES:

CONTRACTOR must submit invoices for payment due as set forth in the Agreement with such documentation as reasonably required by Pinellas COUNTY and all payments will be made in accordance with the Agreement and the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices will be submitted to the address below unless instructed otherwise on the Agreement or purchase order, or as directed in writing by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice must include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown below, as applicable. Any disputes will be raised and resolved in accordance with the COUNTY's Dispute Resolution Process for Invoiced Payments (Exhibit B), established in accordance with Section 218.76, Florida Statutes.

INVOICE INFORMATION:

CONTRACTOR Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number*	Standard purchase order number (if applicable)
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

Pinellas COUNTY offers a credit card payment process (ePayables) through Bank of America. Pinellas COUNTY does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County's Purchasing website at (<https://pinellas.gov/departments/purchasing-risk-management-division/>)

*If the Agreement specifies that Purchase Orders are to be utilized, the Purchase Order Number must appear on all packing slips, invoices and correspondence relating to the Order.

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

**22. EXHIBIT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY
COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas COUNTY Board of COUNTY Commissioners (COUNTY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a good faith dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process will apply:

- A. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline.
 1. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.
 2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas COUNTY.
- B. Should a dispute result between the vendor and the COUNTY about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department will assign a representative who will act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager will first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures must be commenced no later than 30 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas COUNTY's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas COUNTY representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager will perform the required investigation and arrive at a solution before or at the 45-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will be the final arbiter in resolving the issue before it becomes a legal matter. The COUNTY Administrator or his or her designee will issue their decision in writing.
- E. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the COUNTY's favor interest charges begin to accrue 15 days after the final decision made by the COUNTY. Should the dispute be resolved in the vendor's favor the COUNTY will pay interest as of the original date the payment was due.

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES
AGREEMENTS**

- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non. prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 - 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk

Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County will be an additional indemnified party of the subcontract;
 - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 - f. Assign all warranties directly to the County; and
 - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

5.3. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000

5.4. CYBER RISK LIABILITY (NETWORK SECURITY/PRIVACY LIABILITY) INSURANCE

To include cloud computing and mobile devices, for protection of private or confidential information whether electronic or non- electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

A. Limits

1. Each Occurrence \$ 5,000,000
2. General Aggregate \$ 5,000,000

- B. For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

5.5. PROFESSIONAL LIABILITY (TECHNOLOGY ERRORS AND OMISSIONS) INSURANCE

Minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

A. Limits

1. Each Occurrence or Claim \$ 2,000,000
2. General Aggregate \$2,000,000

- B. For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

5.6. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.



Workday Business Associate Exhibit **Frequently Asked Questions**

Workday, as a software-as-a-service provider, offers our customers the benefits of a one-to-many approach: each service is delivered using the same release of the software, and operates in accordance with the same security and privacy rules for all customers. Workday's business associate exhibit (the "Exhibit") relies on this one-to-many model, offering all customers the same terms to meet their HIPAA obligations.

The Exhibit meets the requirements for a Business Associate contract, as laid out in the HIPAA Rules, but also is designed to be flexible to fit with the many different services we offer our customers, by incorporating certain specific terms for each service. For example, the HIPAA Rules require covered entities and business associates to sign contracts that specify the business associate's permissible uses and disclosures of protected health information, based on the activities or services it is providing to the covered entity. Those uses and disclosures will depend on which Workday services a customer subscribes to. Therefore, the Exhibit limits Workday's uses and disclosures of PHI to those uses and disclosures set forth in the applicable service terms.

Below is a chart to assist customers when reviewing Workday's Business Associate Exhibit. The chart sets out the required elements of a Business Associate contract and a reference to the applicable portion of Workday's Business Associate Exhibit. These FAQs and this chart are for information purposes only and do not form part of the contract.

HIPAA-Required Business Associate Contract Provisions		Exhibit Section
45 C.F.R. §164.504(e)(2)(ii)(A)	Business associate will not use or further disclose the information other than as permitted or required by the contract or as required by law.	Section 2.2
45 C.F.R. §164.504(e)(2)(ii)(B)	Business associate will use appropriate safeguards and comply, where applicable, with subpart C of this part with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by its contract.	Section 2.3
45 C.F.R. §164.504(e)(2)(ii)(C)	Business associate will report to the covered entity any use or disclosure of the information not provided for by its contract of which it becomes aware, including breaches of unsecured protected health information.	Section 2.4
45 C.F.R. §164.504(e)(2)(ii)(D)	Business associate will ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions and conditions that apply to the business associate with respect to appropriately safeguarding such information.	Section 2.5



HIPAA-Required Business Associate Contract Provisions		Exhibit Section
45 C.F.R. §164.504(e)(2)(ii)(E)	Business associate will make available protected health information in accordance with §164.524.	Section 2.6
45 C.F.R. §164.504(e)(2)(ii)(F)	Business associate will make available protected health information for amendment and incorporate any amendments to protected health information in accordance with §164.526.	Section 2.6
45 C.F.R. §164.504(e)(2)(ii)(G)	Business associate will make available the information required to provide an accounting of disclosures in accordance with §164.528.	Section 2.7
45 C.F.R. §164.504(e)(2)(ii)(H)	To the extent the business associate is to carry out a covered entity's obligation under this subpart, business associate will comply with the requirements of this subpart that apply to the covered entity in the performance of such obligation.	Section 2.8
45 C.F.R. §164.504(e)(2)(ii)(I)	Business associate will make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the business associate on behalf of, the covered entity available to the Secretary for purposes of determining the covered entity's compliance with this subpart.	Section 2.9
45 C.F.R. §164.504(e)(2)(ii)(J)	At termination of the contract, if feasible, business associate will return or destroy all protected health information received from, or created or received by the business associate on behalf of, the covered entity.	Section 5.3
45 C.F.R. §164.504(e)(2)(iii)	Business associate will authorize termination of the contract by the covered entity if the business associate violates a material term of the contract.	Section 5.2



Business Associate Exhibit

This Business Associate Exhibit (this “**Exhibit**”) is by and between **Customer** (or “**Covered Entity**”) and **Workday** (on behalf of its Affiliates, collectively, “**Workday**” or “**Business Associate**”) and is part of the Service Arrangement between the parties. Covered Entity and Business Associate are individually referred to as a “**Party**” and collectively as the “**Parties**.”

To perform its obligations under the Service Arrangement, Workday may receive, maintain or transmit PHI from, or on behalf of Customer, that is subject to protection under the HIPAA Rules. The purpose of this Exhibit is to facilitate the Parties’ compliance with the requirements of the HIPAA Rules, as applicable, when Workday is acting as Customer’s Business Associate (as the term is defined in the HIPAA Rules). This Exhibit applies only to the extent that Workday is acting as Customer’s Business Associate.

1. Definitions.

The following terms have the meaning indicated below. Capitalized terms used in this Exhibit, but not otherwise defined, shall have the same meaning as those terms in the HIPAA Rules

Affiliate: has the same definition as provided in the Service Arrangement.

HIPAA Rules: the administrative simplification provision of the United States Health Insurance Portability and Accountability Act of 1996 as amended, and its implementing regulations, including the Privacy Rule [codified at 45 C.F.R. part 160 and part 164, subparts A & E], the Security Rule [codified at 45 C.F.R. part 160 and part 164, subparts A & C], and the Breach Notification Rule [codified at 45 C.F.R. part 160 and part 164, subparts A & D].

Protected Health Information (“PHI”): Service Data that is “Protected Health Information” under 45 C.F.R. §160.103.

Covered Service: Workday-offered products, applications and services as described in the Service Arrangement and subscribed to by Covered Entity.

Service Arrangement: The applicable agreement between the Parties (including, but not limited to, any data processing terms, order forms or service descriptions) under which Business Associate provides a Covered Service to Covered Entity.

Service Data: the electronic data or information submitted by Covered Entity or its authorized users to the Covered Service, as set out in the Service Arrangement.

Unsuccessful Security Incident: any attempts of bypassing the Business Associate’s security system including, but not limited to, pings, password-based attacks, unsuccessful log-on attempts and other attacks on Business Associate’s firewall, so long as no such incident results in actual or reasonably suspected unauthorized access, Use or Disclosure of PHI.

2. Obligations of Business Associate.

2.1 **Business Associate Obligations Conditioned on Appropriate Use of Covered Service.** Workday does not act as a Business Associate (as the term is defined in the HIPAA Rules) and has no obligation under this Exhibit for any Covered Service where the Service Arrangement prohibits uploading, transmitting, transferring, contributing or in any other way entering PHI into that Covered Service.

2.2 **Permitted Uses and Disclosures of Health Information.** Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Exhibit and the Service Arrangement, or as Required by Law.

2.3 **Safeguards.** Business Associate agrees to use appropriate safeguards designed to prevent Use or Disclosure of the PHI other than as provided for by this Exhibit. Business Associate agrees to implement



administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI as required by the Security Rule.

2.4 Reporting. Business Associate will report to Covered Entity any Use or Disclosure of PHI not provided for by the Service Arrangement of which it becomes aware, including Breaches of Unsecured PHI and Security Incidents, as set forth below.

(A) *Reporting of Unauthorized Uses or Disclosures and Security Incidents*: Business Associate will report to Covered Entity any Use or Disclosure of PHI not provided for by the Service Arrangement of which Business Associate becomes aware, and Security Incidents of which Business Associate becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents.

(B) *Reporting of Breaches*: Business Associate will notify Covered Entity of any Breaches of Unsecured PHI of which it becomes aware in accordance with 45 C.F.R. §164.410. If Business Associate determines there has been a Breach resulting in unauthorized access to Unsecured PHI, it will notify Covered Entity in accordance with the provisions related to Security Breach in the Service Arrangement. If applicable and to the extent known to Business Associate, the notification will include or will be updated as soon as reasonably practicable but no later than thirty (30) calendar days after discovery, to include the following:

- (i) The identification of each Individual whose Unsecured PHI has been or is reasonably believed to have been accessed, acquired, Used, or Disclosed during the Breach;
- (ii) A description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (iii) A description of the types of Unsecured PHI that were involved in the Breach (such as full name, social security number, date of birth, claims or health care services information, etc.);
- (iv) Any steps Business Associate believes Covered Entity should inform individuals to take to protect themselves from potential harm resulting from the Breach;
- (v) Identification of an individual who can provide additional information concerning the Breach; and
- (vi) A brief description of the steps the Business Associate is taking to investigate the Breach, to mitigate harm to individuals, and to protect against further breaches.

(C) *Liability*: Business Associate's fulfillment of the reporting obligations set forth in this section may not be construed as an acknowledgement by Business Associate of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

2.5 Use of Subcontractors and Agents. Business Associate agrees to ensure that any Subcontractor that creates, receives, maintains or transmits PHI on behalf of Business Associate enters into a written agreement with Business Associate requiring that the Subcontractor abide by no less protective terms than those provided in this Exhibit to safeguard the PHI in compliance with the applicable provisions of the HIPAA Rules.

2.6 Access and Amendment to PHI in a Designated Record Set. To the extent PHI entered into the Covered Service by Covered Entity constitutes a Designated Record Set, Business Associate will make PHI available to Covered Entity as provided in the Service Arrangement so Covered Entity can fulfill its obligations under 45 C.F.R. §164.524 (access) and 45 C.F.R. §164.526 (amendment). Accordingly, all Individuals who request access to or amendment of their PHI directly from Business Associate will be redirected to Covered Entity's system administrator, and Covered Entity shall be responsible for responding to the Individual in accordance with the applicable requirements.



2.7 Accounting of Disclosures. Business Associate will maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528. For the avoidance of doubt, unless specified otherwise in the Service Arrangement, Business Associate provides the Covered Service to Covered Entity for Covered Entity's Health Care Operations, and Disclosures permitted under the Service Arrangement and this Exhibit to provide the Covered Service are not subject to an Accounting of Disclosures. All Individuals who request an Accounting of Disclosures of their PHI directly from Business Associate will be redirected to Covered Entity's system administrator.

2.8 Carrying Out Covered Entity Obligations. Generally, providing the Covered Service does not require that Business Associate carry out any of Covered Entity's obligations under the Privacy Rule. To the extent the Service Arrangement does require Business Associate to carry out such an obligation of Covered Entity, Business Associate will comply with the Privacy Rule requirements applicable to performance of that obligation.

2.9 Availability of Internal Practices, Books, and Records. Business Associate agrees to make internal practices, books, and records, relating to the Use, Disclosure and safeguarding of PHI available to the Secretary, in a time and manner reasonably designated by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules. Nothing in this section will waive any applicable privilege or protection, including with respect to trade secrets and Confidential Information.

3. Permitted Uses and Disclosures by Business Associate.

3.1 Performance of Services. Except as otherwise limited in this Exhibit, Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Arrangement.

3.2 Proper Management and Administration. Except as otherwise limited in this Exhibit or the Service Arrangement, Business Associate may Use or Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Data Aggregation. Where authorized by Covered Entity under the Service Arrangement, Business Associate may use PHI to provide Data Aggregation services as permitted by 45 CFR §164.504(e)(2)(i)(B) and the Service Arrangement.

3.4 De-Identification. Where authorized by Covered Entity under the Service Arrangement, Business Associate may use PHI to de-identify the information in accordance with 45 CFR §164.514(a)-(c) and the Service Arrangement.

4. Obligations of Covered Entity.

4.1 Safeguards. Covered Entity is responsible for implementing appropriate privacy and security safeguards, including, without limitation, the privacy and security safeguards required of Covered Entity under the Service Arrangement, in order to protect its PHI in accordance with the HIPAA Rules.

4.2 Permissions. Covered Entity is responsible for obtaining and will obtain all consents, authorizations and/or any other legal permissions that are required by law for the Disclosure of PHI to Business Associate prior to transferring or Disclosing such PHI to Business Associate.

4.3 Impermissible Requests. Covered Entity shall not request or cause Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered



Entity, provided that, to the extent permitted by the Service Arrangement and this Exhibit, Business Associate may Use or Disclose PHI for Business Associate's Data Aggregation activities or proper management and administrative activities.

4.4 Prohibited PHI in a Covered Service. Covered Entity shall not upload, transmit, transfer, contribute or in any other way enter PHI into a Covered Service if doing so is prohibited by the Service Arrangement.

5. Term and Termination.

5.1 Term of Exhibit. The Term of this Exhibit shall begin as of the Effective Date of the Service Arrangement and shall terminate simultaneously and automatically at the latter of (i) the termination of the Service Arrangement or, (ii) when all PHI is deleted from Business Associate's systems.

5.2 Termination for Breach or Default of Obligation. Either Party may terminate this Exhibit and the Service Arrangement in the event of a material breach or default of any obligation of this Exhibit that is not cured within thirty (30) calendar days of written notice of such breach or default or as provided for in the Service Arrangement.

5.3 Retrieval of PHI or Retention when Return or Destruction of PHI is Infeasible. Upon termination of the Service Arrangement, Business Associate shall allow Covered Entity to retrieve PHI in accordance with the terms for retrieving Service Data under the Service Arrangement. After the contractually agreed upon period for Covered Entity to retrieve the Service Data has expired, Business Associate will have no obligation to maintain or provide PHI and will thereafter, unless legally prohibited, delete all PHI. For so long as Business Associate maintains PHI, it shall extend the protections of this Exhibit to all PHI and limit further Uses and Disclosures of such PHI to those purposes that make the deletion infeasible.

6. Miscellaneous.

6.1 Amendments. The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

6.2 Interpretation. Any ambiguity in this Exhibit shall be resolved to permit compliance with the HIPAA Rules.

6.3 Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

6.4 Third Party Beneficiaries. Nothing express or implied in this Exhibit is intended to confer, nor shall anything in this Exhibit confer, upon any person other than the Parties, and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever except as otherwise expressly stated in the Service Arrangement and this Exhibit.

6.5 Severability. Should any provision of this Exhibit be found invalid or unenforceable, it shall be deemed severable and the balance of the Exhibit shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

6.6 Notice to Parties. All notices required hereunder shall be made in accordance with the Service Arrangement.

6.7 Primacy. To the extent that the terms of this Exhibit and the terms of the Service Arrangement are in conflict, the terms of this Exhibit shall prevail regarding PHI.

6.8 Limitation of Liability. The parties understand and agree that any breach of this Exhibit is subject to the aggregate limitation of liability and exclusion of damages set forth in the Service Arrangement between the parties. A breach of this Exhibit does not give rise to any separate or additional liability provision.



September 30, 2025

Pinellas County, Florida

Third Party Beneficiary Letter

To Whom It May Concern,

This letter confirms that the following language has been added to the applicable agreement between the Pinellas County, Florida and Workday that will be used to confirm the resale of the Service to Pinellas County.

"The parties acknowledge that the attached EUSA and Order Forms are being entered into for the benefit of Pinellas County, who is named as a third-party beneficiary to the attached EUSA and Product Terms, with the intent to give Pinellas County all rights and remedies detailed in the ELISA and Product Terms, including warranty, indemnification, and SLA claims."

Sincerely,


To: jhu=1 H11m.n (Sep 3111, 2015 19:18:5-BEDn

Joshua Sorethharman
Assistant General Counsel, Go-To-Market, Education & Government


Pinellas County_IronBrick Final Workday Agreement 10.2.2025


Final Audit Report

2025-10-02

Created:	2025-10-02
By:	Anita Trnka (anita.trnka@ironbrick.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5WCLrSlob0sm1pKFMpQMCRInyU9jhuY


"Pinellas County_IronBrick Final Workday Agreement 10.2.2025" History

 Document created by Anita Trnka (anita.trnka@ironbrick.com)
2025-10-02 - 6:29:57 PM GMT

 Document emailed to Zebulon Mellett (zebulon.mellett@ironbrick.com) for signature
2025-10-02 - 6:30:07 PM GMT

 Email viewed by Zebulon Mellett (zebulon.mellett@ironbrick.com)
2025-10-02 - 6:31:48 PM GMT

 Document e-signed by Zebulon Mellett (zebulon.mellett@ironbrick.com)
Signature Date: 2025-10-02 - 6:32:21 PM GMT - Time Source: server

 Agreement completed.
2025-10-02 - 6:32:21 PM GMT