RICHLAND COUNTY

ADMINISTRATION AND FINANCE COMMITTEE

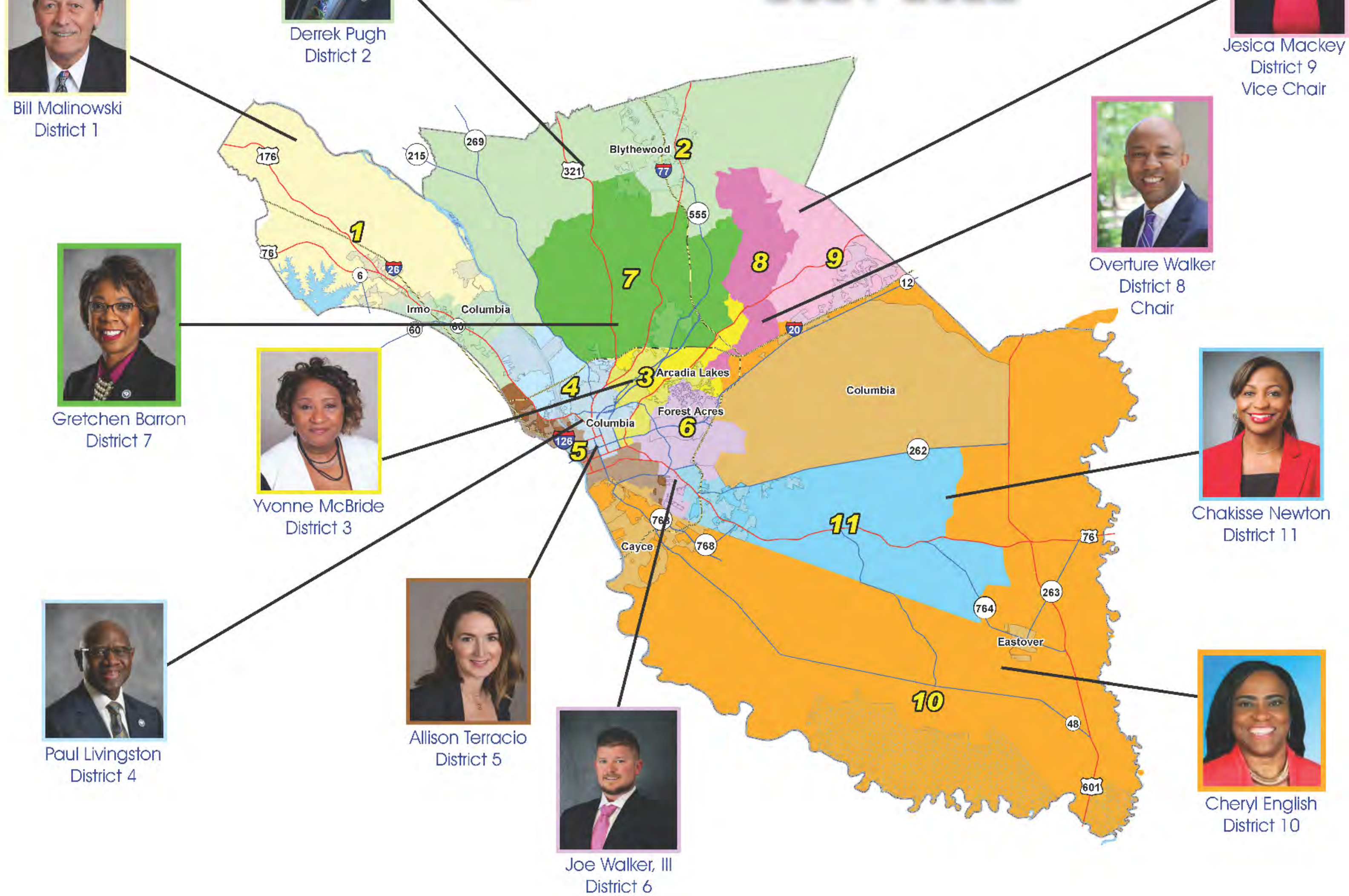
AGENDA

TUESDAY SEPTEMBER 27, 2022

6:00 PM

COUNCIL CHAMBERS

Richland County Council 2021-2022



Richland County
Administration and Finance Committee

AGENDA

September 27, 2022 - 6:00 PM
2020 Hampton Street, Columbia, SC 29204

The Honorable Bill Malinowski, Chair	The Honorable Yvonne McBride	The Honorable Paul Livingston	The Honorable Joe Walker	The Honorable Jesica Mackey
County Council District 1	County Council District 3	County Council District 4	County Council District 6	County Council District 9

1. **CALL TO ORDER** — The Honorable Bill Malinowski

2. **APPROVAL OF MINUTES** — The Honorable Bill Malinowski

a. Regular Session: July 26, 2022 **[PAGES 6-10]**

3. **APPROVAL OF AGENDA** — The Honorable Bill Malinowski

4. **ITEMS FOR ACTION** — The Honorable Bill Malinowski

a. Information Technology – Enterprise Resource Planning Software **[PAGES 11-186]**

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED** — The Honorable Bill Malinowski

a. Direct the County Administrator to look into what it will take to have Richland County CASA receive state funding to operate the way that all other CASA groups in the state do, with state funding. Richland County should not be excluded from something that is provided to all other counties by the state. [MALINOWSKI - May 3, 2022]

***To transfer the Richland County CASA program to the State will require a state statute change. Efforts to change the statute may include lobbying.*

b. Direct the County Administrator to create a new IGA regarding the Alvin S. Glenn Detention Center Inmate Per Diem rate. Richland County is operating on fees that were implemented effective July 1, 2018 and but did not go into effect until July 1, 2019 due to the 90 day notice requirement pursuant to the agreement. The agreement in effect at that time was to have the fee only increase $10 per year until it reached 95% of the actual cost to the County. We are currently losing thousands of dollars per year the way this is being handled.

Richland County should not have taxpayers pay for outside entities who placed individuals in the County Detention Center, as that is the responsibility of the placing entity. Every entity who places an individual in the Alvin S. Glenn Detention Center should have an IGA with Richland County that reflects the current rate they will be paying as well as the fact rates are subject to change upward or downward on an annual basis. Those IGA's should also be worded as an annual agreement with up to so many extension years and the 90 day notice needs to be either reduced or more closely followed by staff. [MALINOWSKI - May 3, 2022]

***Staff is working with the County Attorney's office to create the requested intergovernmental agreement(s) for committee consideration.*

c. Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget. REASON: Accountability is a must for taxpayer dollars [MALINOWSKI - June 7, 2022]

***Staff continues to evaluate all entities that receive funding from the County and is working toward providing a recommendation to the Committee by its November meeting.*

6. <u>ADJOURN</u> The Honorable Bill Malinowski

Special Accommodations and Interpreter Services Citizens may be present during any of the County's meetings. If requested, the agenda and backup materials will be made available in alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), as amended and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the Clerk of Council's office either in person at 2020 Hampton Street, Columbia, SC, by telephone at (803) 576-2061, or TDD at 803-576-2045 no later than 24 hours prior to the scheduled meeting.

Richland County Council
Administration and Finance Committee Meeting
MINUTES
July 26, 2022 – 6:00 PM
Council Chambers
2020 Hampton Street, Columbia, SC 29204

COUNCIL MEMBERS PRESENT: Bill Malinowski, Chair; Yvonne McBride, Paul Livingston, Joe Walker and Jesica Mackey

OTHERS PRESENT: Allison Terracio, Overture Walker, Chakisse Newton, Anette Kirylo, Leonardo Brown, Patrick Wright, Lori Thomas, Tyrell Cato, Joh Ansell, Sarah Scheirer, Syndi Castelluccio, Brittney Terry, Aric Jensen, Michael Maloney, Michael Byrd, John Thompson, Stacey Hamm, Jennifer Wladischkin, Angela Weathersby, Kyle Holsclaw, Justin Landy, Tamar Black and Ashiya Myers

1. **CALL TO ORDER** – Chairman Bill Malinowski called the meeting to order at approximately 6:00PM.

2. **APPROVAL OF MINUTES**

   a. June 28, 2022 – Ms. McBride moved to approve the minutes as distributed, seconded by Mr. Livingston.

      In Favor: Malinowski, McBride, Livingston, Joe Walker and Mackey

      The vote in favor was unanimous.

3. **ADOPTION OF AGENDA** – Ms. McBride move to adopt the agenda as published, seconded by Mr. Livingston.

   In Favor: Malinowski, McBride, Livingston, Joe Walker and Mackey

   The vote in favor was unanimous.

4. **ITEMS FOR ACTION**

   a. Department of Public Works – Solid Waste & Recycling Division – Waste Tire Disposal and Recycling Contract – Mr. Leonard Brown, County Administrator, stated this item reflects a compliance matter that Richland County is responsible for complying with. Section 44-96-170 "Waste Tires of the SC Solid Waste Policy Management Act (SCSWMP Act) dictates each County will establish approved waste tire accumulation sites, designate waste tire processing, recycling and disposal methods to be used, and begin disposal operations in compliance with the applicable regulation" This contract satisfies all the requirement. This item was bid out unsuccessfully and it would not be prudent to continue that process, but approve the current provider.

Ms. Mackey moved to forward to Council with a recommendation to approve the contract renewal with Ridge Recyclers for the disposal of waste tires collected from Richland County, seconded by Mr. J. Walker.

Mr. Malinowski inquired about the cost to transport the tires and if the County could do it on their own. He noted an acceptable explanation would be we do not have the equipment or manpower to do so.

Mr. Brown responded that it is a true statement.

Mr. Malinowski inquired what the County paid last year and the estimate for this year.

Mr. Brown stated the price per ton increased from $150.00 to $185.00.

Mr. Malinowski inquired if we are mandated to sue the US Energy Information Administration fuel prices or could we use another source since South Carolina has some of the lowest gas prices in the nation.

Ms. Jennifer Wladischkin, Procurement Director, responded we could communicate with the provider and see if they would accept the change to their proposed contract.

Mr. Malinowski inquired if we could add recoupment of damages upon termination to the contract.

Mr. Patrick Wright, County Attorney, responded that is something we could address if we choose to.

Mr. Brown stated it is something we could consider. He noted we currently have a good provider and he would not want to hinder our ability to utilize the contractor.

Mr. Malinowski inquired about the minimum amount of insurance coverage.

Ms. Wladischkin responded we could discuss this with the Risk Management Office and implement any changes they recommend.

Mr. Malinowski noted, 14.2) states, "This Contract may be changed only by agreement in writing and signed by both parties hereto." He inquired if we want to specify within a certain amount of time.

Mr. Wright responded, since this section is about grieving only, he does not know if it is necessary to have time period.

Ms. McBride inquired if there are State guidelines regarding the price per gallon.

Ms. Wladischkin responded the fuel adjustments are typically the price per gallon.

In Favor: McBride, Livingston, J. Walker and Mackey

Opposed: Malinowski

The vote was in favor.

b. Department of Public Works – Solid Waste & Recycling Division – Collection Area 6 – Mr. Brown stated this is a new provider staff is recommending for approval to remedy service issues.

Ms. Mackey moved to forward to Council with a recommendation to award a contract to NewSouth Waste for residential curbside solid waste collection services in Area 6, seconded by Ms. McBride.

Mr. Malinowski inquired if the yard waste fee is based on the total number of customers or per user.

Mr. Michael Maloney, Public Works Director, responded it is based on the total number of customers.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey.

The vote in favor was unanimous.

c. Risk Management – Fleet Services – Central Garage Canopy Addition Project – Mr. Brown stated staff recommended approval and there will be no request for additional funding as it is in the department's budget.

Ms. Mackey moved to forward to Council with a recommendation to approve the selection of HMB Contracting (Hoover Metal Buildings) for the construction of a canopy work area for the Heavy side shop at the Central Garage facility, with an addition which will extend the side of the building, increasing the dimensions of the working space, seconded by Mr. Livingston.

Mr. Malinowski inquired if Fleet Management always came under the Rick Management budget.

Mr. Brown responded in the affirmative.

Mr. Malinowski inquired if staff tried to find other vendors at a lower price.

Ms. Wladischkin stated there were two competitive solicitation processes, which garnered no submittals. We decided to negotiate with Hoover, since they had competitively won a bid for Eastover Public Works building and was familiar with the project.

He noted the proposal has expired, and was curious how the County plans to proceed.

Ms. Wladischkin responded we will be approaching the vendor to hold their prices submitted.

Mr. Malinowski requested an itemized list of costs.

In Favor: McBride, Livingston, J. Walker and Mackey

Opposed: Malinowski

The vote was in favor.

d. Community Planning & Development – Community Development Grant (CDBG) and HOME investment Partnership (HOME) FY 2022-2026 Five Year Consolidated Plan; FY 2022 Annual Action Plan – Mr. Aric Jensen, Assistant County Administrator, stated HUD gives various block grants to communities throughout the country. One is called an entitlement community, which is less than 50,000 in population or meets certain poverty guidelines. They get money directly from HUD. If the community does not meet these guidelines they receive their funds directly from the County, but the funds still come from HUD. The City of Columbia is an incorporated community, and also an entitlement community. Eastover, Irmo and Blythewood were below the threshold and have to be administered by the County on HUD's behalf. HUD requires every three years that the County offer this service to the communities that are not entitlement communities. They have to opt in or out of the program. Staff is requesting approval to move forward with the three-year process. Every five years the communities have to create a five-year plan and an annual action plan, which has to be prepared this year. A consultant was hired as HUD requires a lot of information in a specific format. The responsibility of Council, and the Committee, is to determine how much money they want allocated for each subset of programs.

Ms. Mackey inquired if this is the maximum amount of CDBG money or could they receive more from other categories.

Mr. Jensen responded we always request the maximum amount.

Ms. McBride moved to forward to Council with a recommendation to approve the 5-Year Consolidated Plan FY22-26 and FY22 Annual Action Plan budget and projects for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) federal funds, seconded by Ms. Mackey.

In Favor: Malinowski, McBride, Livingston, J. Walker and Mackey.

The vote in favor was unanimous.

5. **ITEMS PENDING ANALYSIS: NO ACTION REQUIRED**

a. Direct staff and CASA to look into what it will take to have Richland County CASA receive state funding to operate the way that all other CASA groups in the state do, with state funding. Richland County should not be excluded from something that is provided to all other counties by the state. [MALINOWSKI - May 3, 2022] – No action was taken.

b. Direct staff and legal to create a new IGA regarding the Alvin S. Glenn Detention Center Inmate Per Diem rate. Richland County is operating on fees that were implemented effective July 1, 2018 and but did not go into effect until July 1, 2019 due to the 90-day notice requirement pursuant to the agreement. The agreement in effect at that time was to have a fee only increase $10 per year until it reached 95% of the actual cost to the County. We are currently losing thousands of dollars per year the way this is being handled.

Richland County should not have taxpayers pay for outside entities who placed individuals in the County Detention Center, as that is the responsibility of the placing entity. Every entity who places an individual in the Alvin S. Glenn Detention Center should have an IGA with Richland County that reflects the current rate they will be paying as well as the fact rates are subject to change upward or downward on an annual basis. Those IGAs should also be worded as an annual agreement with up to so many extension years and the 90-day notice needs to be either reduced or more closely followed by staff [MALINOWSKI - May 3, 2022] – No action was taken.

c. Any agency receiving funds from Richland County must provide an accounting for those funds prior to a request for funds in the next fiscal year budget. REASON: Accountability is a must for taxpayer dollars [MALINOWSKI - June 7, 2022] – No action was taken.

5. **ADJOURNMENT -** Mr. Livingston moved to adjourn, seconded by Ms. McBride.

In Favor: Malinowski, McBride, Livingston, J. Walker, and Mackey.

The vote in favor was unanimous.

The meeting adjourned at approximately 6:36 PM.

RICHLAND COUNTY
ADMINISTRATION
2020 Hampton Street, Suite 4069
Columbia, SC 29204
803-576-2050

Agenda Briefing

Prepared by:	Tim Nielsen	**Title:**	Project Manager
Department:	Information Technology	**Division:**	Business Systems
Date Prepared:	August 30, 2022	**Meeting Date:**	September 27, 2022
Legal Review	Lauren Hogan via email	**Date:**	September 20, 2022
Budget Review	Abhijit Deshpande via email	**Date:**	September 14, 2022
Finance Review	Stacey Hamm via email	**Date:**	September 12, 2022
Approved for consideration:	County Administrator	Leonardo Brown, MBA, CPM	
Meeting/Committee	Administration & Finance		
Subject	(ARPA) Enterprise Software Expenditure		

RECOMMENDED/REQUESTED ACTION:

Staff recommends approval to select and implement Workday Enterprise Human Capital and Financial Management System (Workday software) to replace aging existing software. Council has previously approved allocating $5,000,000 in American Rescue Funds to facilitate enhanced operational efficiencies.

With this approval, Richland County will enter into a fifteen-year (15) agreement with Workday Inc. Over the next 15 years, the total cost of Workday software would be $12,134,592 (average annual cost = $808,972.80)

Request for Council Reconsideration: ☒ Yes

FIDUCIARY:

Are funds allocated in the department's current fiscal year budget?	☒	Yes	☐	No
If not, is a budget amendment necessary?	☐	Yes	☒	No

ADDITIONAL FISCAL/BUDGETARY MATTERS TO CONSIDER:

Staff plans to use previously approved American Rescue Plan funds for the implementation and the initial subscription payments. Annual subscription fees will be budgeted beginning in fiscal year 2024 and continue per the Subscription Payment Schedule included below.

Applicable department/grant key and object codes: 1200992020 / 4881900.531600

OFFICE OF PROCUREMENT & CONTRACTING FEEDBACK:

None.

COUNTY ATTORNEY'S OFFICE FEEDBACK/POSSIBLE AREA(S) OF LEGAL EXPOSURE:

The County Attorney's office has reviewed the contract.

REGULATORY COMPLIANCE:

None applicable.

MOTION OF ORIGIN:

"…the committee recommended allocating the American Rescue Plan funding as follows:

- Public Health -- $15,000,000 (27.21%)
- Public Safety -- $10,448,013 (18.95%)
- Community Investment -- $19,000,000 (34.46%)
- Cybersecurity/Technology -- $10,686,000 (19.38%)"

Council Member	Coronavirus Ad Hoc Committee Recommendation
Meeting	Regular Session
Date	June 7, 2022

STRATEGIC & GENERATIVE DISCUSSION:

The County seeks to modernize and make more efficient the business processes involved in its financial management and human capital management functional areas. Staff began reviewing the market for local government-centered enterprise resource planning (ERP) systems in late 2021, and based on that review, believe that a fully developed, cloud-based ERP solution is the best tool. The County would like to procure and implement a new, modern solution by the end of 2023.

Recommendation	ARP Funding	Annual Cost Analysis	Goals
Procure Workday Finance and HCM enterprise software subscription and 14 month third party implementation (Collaborative Solutions, et al).	Not to exceed $5,000,000 total for the initial period of software subscription and implementation costs.	15 year payment schedule outlined below.	Replace aging software, improve operational efficiencies, and streamline financial management and HR integration.

Workday Subscription Fee Schedule

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	1,400,000
2	Due on first anniversary of the Order Term start date	518,670
3	Due on second anniversary of the Order Term start date	586,017
4	Due on third anniversary of the Order Term start date	709,862
5	Due on fourth anniversary of the Order Term start date	725,607
6	Due on fifth anniversary of the Order Term start date	741,664
7	Due on sixth anniversary of the Order Term start date	758,046
8	Due on seventh anniversary of the Order Term start date	774,753
9	Due on eighth anniversary of the Order Term start date	791,791
10	Due on ninth anniversary of the Order Term start date	809,174
11	Due on tenth anniversary of the Order Term start date	826,905
12	Due on eleventh anniversary of the Order Term start date	844,985
13	Due on twelfth anniversary of the Order Term start date	863,433
14	Due on thirteenth anniversary of the Order Term start date	882,248
15	Due on fourteenth anniversary of the Order Term start date	901,437
	Total Payment Amount	**12,134,592**

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

System Implementation Project Fees	
Workday Payment #1	$1,400,000
Collaborative Solutions Contract	$2,589,000
Workday Training and Delivery Assurance	$322,000
Project Management/Backfill/Contingency	$689,000
	$5,000,000

The total of this request is $5,000,000. Staff recommends awarding a contract to Workday for software subscription services and implementation and to Collaborative Solutions for system implementation services. Workday subscription payments after the first year would be from budgeted funds.

There have been significant changes in the local government software market since 2007. These changes include: corporate consolidation, technology evolution to the cloud, the proliferation of mobile devices, development of online capabilities for serving citizens and employees, cybersecurity risks.

The County last procured an ERP system in 2007; however, the current system does not meet the basic needs of the Human Resource Services Department nor its customers. Additionally, the Finance Department has found the system cumbersome, difficult to modify as needed, and inefficient.

ADDITIONAL COMMENTS FOR CONSIDERATION:

This is a time-sensitive request. The vendor quote is contingent on approvals at the October 4, 2022 Council Meeting.

ATTACHMENTS:

1. Executive Summary
2. Workday MSA
3. Workday Order Form
4. Collaborative Solutions MSA9/27

Executive Summary

The County seeks to modernize and make more efficient the business processes involved in our financial management and human capital management functional areas. To that end, the County began reviewing the market for local government-centered ERP systems in late 2021. Based on that review, we believe that a fully developed, cloud-based enterprise resource planning solution is the best tool to achieve this goal. The County would like to procure and implement a new, modern solution by the end of 2023.

Current Software

The County last procured an ERP system in 2007. The current system is neither meeting all the basic needs of all HR customers nor the HRSD (Human Resource Services Department). The Finance Department has found the system cumbersome, difficult to modify when circumstances dictate, and inefficient.

- County has invested significant amount of time integrating the numerous other systems the HRSD has had to acquire.
- The result is duplicate work, transferring files, and/or multiple cross checking to ensure accuracy of data.
- The numerous systems also increase the possibility of errors because of the duplicate data input and/or file transfers.
- Many departments have different time keeping systems and processes, which they use to record, track, manage, and/or report work time of employees.
- There is a major need to shore up Fair Labor Standards Act compliance, consistency, and documentation across all County departments.
- Our current software solution has been negatively impacted by corporate consolidation
- The development necessary to keep up with changes in the market has not been managed effectively.
- There are key components that have not been updated in years
- Support service levels have declined.

A new solution will promote efficiency, provide better service for citizens and employees, and reduce third party costs, which have been incurred to fill gaps in the current system.

The current maintenance cost to support our existing aging software is approximately $157,000 per year. This is based on a contract from 2007. The County also incurs indirect costs for server licenses and hardware, network infrastructure, data backup equipment, and disaster recovery equipment. The subscription price for a new solution would replace the direct maintenance cost and transfer the responsibility for cybersecurity, data security and system availability to the vendor.

Market Conditions / Technology Landscape

There have been significant changes in the local government software market since 2007. These changes include:

- Corporate consolidation
- Technology evolution to the cloud
- The proliferation of mobile devices
- Development of online capabilities for serving citizens and employees.
- Cybersecurity risks

The County seeks to modernize and make more efficient the business processes involved in our financial management and human capital management functional areas.

We believe that a fully developed, cloud-based enterprise resource planning solution is the best tool to achieve this goal.

Project Objectives

This project has been tasked to procure and implement a new, modern ERP solution by the end of 2023. We believe a single integrated solution is preferable to a "best of breed" approach to software selection.

The project will address needs in

- financial management
- budgeting and planning
- analysis
- human capital management
- employee self-service
- time and attendance

Project Team Recommendation

The project team identified Workday as the vendor that we believe would provide Richland County with a system that meets our current needs, will help us grow in our ability to manage our administrative responsibilities and is in line with the strategic goals of County government.

Workday is the most modern solution and provides both managers and employees state of the art tools to conduct business efficiently.

Gartner has recognized Workday as a leader in its Magic Quadrant rankings. Some comments from Gartner include:

“Workday HCM is a robust tool for HR. It is both modern and innovative, making it a good option for larger organizations that aspire to be at the forefront of the market”

“Workday makes innovative use of in-memory computing to combine core financial management applications with HCM, spend management, planning and analytics in real time… delivering insights into journals, customer payment matching, spend recommendations”

Richland County would be the first local government in South Carolina to partner with Workday in an ERP solution. More and more local governments are choosing Workday when they find that the time has come for a modern financial system. Some others include:

Buncombe County, North Carolina

Mobile County, Alabama

Monroe County, Florida

Tulsa County, Oklahoma

Georgetown, Texas

Largo, Florida

Port Orange, Florida

Implementation Planning

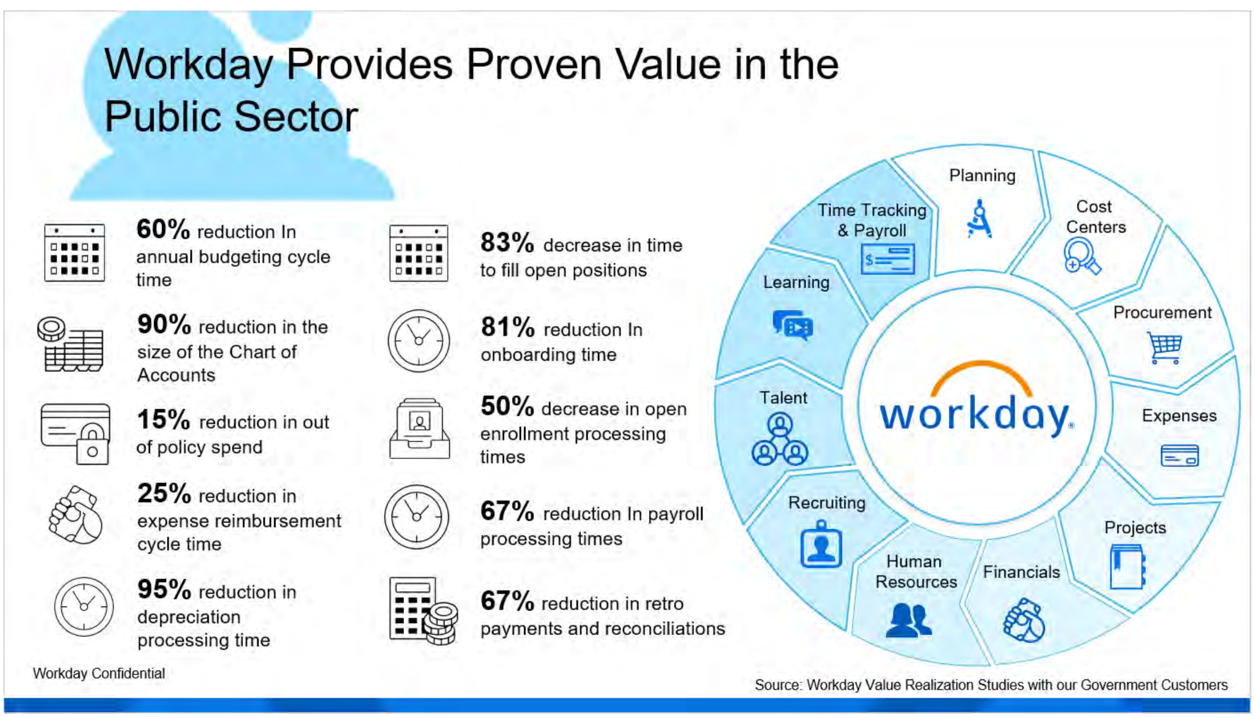
Workday provides the software as a service and training and delivery assurance services during the implementation. The project management, configurations, conversions and integrations are performed by a third party. The project team met with three candidates suggested by Workday to review their differing proposals for managing the implementation.

At the end of the process, we will have agreements with Workday and an implementation vendor for the project. Many Workday customers have short-term support agreements with their implementation vendor for a period of time after go-live to address additional support needs.

Conclusion

The project team has completed negotiations with Workday and its implementation partner, Collaborative Solutions. We are recommending a long-term subscription agreement with Workday with an average annual cost to the County of $808,973. The project to implement the system with Collaborative Solutions is estimated to cost $2.58 million. The team plans to use previously approved American Rescue Plan funds for the implementation and the initial subscription payments. Copies of the contracts and associated material are attached to this summary.

The following is content from Workday, which further describes their approach to public sector clients, security and cloud based software as a service.



Workday Provides a Predictable, Streamlined Ownership Model

Workday Confidential

The Workday cost model includes services not found in a traditional licensing model:

- Ongoing Software Maintenance
- Regulatory Compliance Updates
- Secure Data Backups
- Disaster Recovery
- 3rd-Party Data Integrations
- Embedded Business Intelligence
- Configurable and Actionable Analytics
- Embedded Business Process
- Mobile Solutions

With Workday, you never have to set aside budget funds for an upgrade.

Workday Provides Security, Privacy and Compliance

- The cloud offers secure gateways for data access that prevent the download of sensitive data
- Cyber security measures are centralized and flexible
- Security measures prevent data loss and ensure proper authentication of user access to the system as a whole

Workday has been proven to meet the requirements of the most heavily regulated and risk averse industries worldwide

Workday Confidential

Technology Simplification With Workday

Reduced cost of ownership

Reduced cost of ongoing IT support

Reduced cyber security risk and lower associated maintenance

Eliminated infrastructure costs

Prior to Workday we needed a data center, disaster recovery site and staff to support these functions along with managing maintenance and upgrades. With Workday, we moved to a Cloud model giving us the ability to consolidate a number of these functions together and optimize their benefits.
Andrew Sisk, Auditor-Controller, County of Placer

Workday will allow us to replace our legacy systems with a secure, cloud-based state-of-the-art system. We can now move our focus away from maintaining costly legacy systems, servers, and databases and focus on improving internal processes that ultimately help employees serve city residents
Todd Carter, Acting Chief Digital Officer/CIO, City of Baltimore

Attachment 2

Prepared For:

Richland County, South Carolina

Statement of Work
Workday Deployment Services

COLLABORATIVE SOLUTIONS
A Cognizant Company

Preparation Date: August 26, 2022

STATEMENT OF WORK

FOR

WORKDAY DEPLOYMENT SERVICES

This Statement of Work ("SOW") is made effective on the 3rd day of October 2022 (the "SOW Effective Date") by and between Richland County, South Carolina ("Client"), having its principal place of business at 2020 Hampton Road, Columbia, SC 29201 and Collaborative Solutions, LLC, a limited liability company ("CSLLC"), an Affiliate of Cognizant Worldwide Limited ("Cognizant"), having its principal place of business at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 for Services scheduled to begin on October 3, 2022 ("Start Date") and expected to end on November 10, 2023.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the [INSERT AGREEMENT NAME] by and between Cognizant and Client dated as of [AGREEMENT EFFECTIVE DATE] (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work ("Scope")

The Scope set out below describes the limits of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project.

1.1 Organization Scope

1.1.1 Person Population

Population Type	Count
Active Employees	Two thousand three hundred (2,300)
Contingent Workers	Up to three hundred (300)
Terminated Workers	Up to two hundred (200)
Retirees	Up to five hundred (500)

Region	Countries
North America	United States of America

1.1.2 **Language:** All communication, documentation, data, and deliverables will be in English.

1.1.3 **Currency:** United States Dollars ("USD").

1.1.4 **Security:** Single sign-on and activation of Workday Factory delivered security groups.

1.2 Functionality Scope

The following Functional Areas will be configured within the Workday application. This project is being deployed using CSLLC's Cynergy methodology.

Functional Area	Location Scope
HUMAN CAPITAL MANAGEMENT ("HCM")	
HCM: Core	United States of America
Compensation: Core	United States of America
Benefits	United States of America
Talent & Performance Management	United States of America
Recruiting	United States of America
Learning Management	United States of America
Peakon Employee Voice	United States of America
Absence Management	United States of America
Time Tracking	United States of America
Scheduling	United States of America
Payroll	United States of America
FINANCIALS	
Core Financial Management, Accounting, and Finance	United States of America
Financial Accounting	United States of America
Budgets	United States of America
Banking and Settlement	United States of America
Procurement	United States of America
Inventory	United States of America
Supplier Accounts	United States of America
Business Assets	United States of America
Expenses	United States of America
Revenue Management	United States of America
Project and Work Management	United States of America
Grants Management	United States of America
Planning	United States of America

Functional Area	Location Scope
CROSS-FUNCTIONAL	
Prism	United States of America
People Analytics	United States of America
Mobile Solutions	United States of America
Employee Self-Service	United States of America
Manager Self-Service	United States of America

Configuration of the Functional Areas above will be limited to the functionality Scope contained in Appendix D of this SOW.

1.3 Prism Use Case(s)

Worker History

Load data from legacy Human Resources system into Prism to provide reporting on compensation changes, job changes, and worker data for non-converted prior employees. Prism to ingest, transform, and publish data to produce a reportable data source for worker history.

Financial History

Up to one hundred seventy five (175) hours to assist Client to load data from legacy Financials system into Prism to provide transaction-level reporting for the General Ledger, Accounts Payable, and Accounts Receivable modules and summary-level Budget history. Will also include Supplier/Customer records from legacy system. Prism to ingest, transform, and publish data to produce a reportable data source for general ledger history, budget history, accounts payable history, accounts receivable history, legacy suppliers, legacy customers.

1.4 Data Conversion Scope

Four (4) tenant builds are included in the Scope of this SOW. Data from Client's copy of current production systems will be converted into Workday during each of the conversion cycles without data scrambling or masking. Data scrambling or masking is not included in the Scope of this SOW, except for email addresses for all person types which will be masked until the Gold/pre-production build. The tenant builds for this SOW include:

- Foundation tenant morphs to Configuration tenant (the Configuration tenant consists of up to three (3) Workset Data Loads)
- End-to-end tenant
- Parallel tenant
- Gold/pre-production tenant

The Data Conversion Scope is further detailed in Appendix E. Cynergy data validation reports will be provided as a starting point for data conversion files. Minor modifications will be necessary for Client specific requirements of additional data points; however, any additional changes to the delivered reports will require a fully executed Project Change Order Form ("Change Order").

1.5 Interfaces/Integrations Scope

The integrations listed in Appendix B are included in the Scope of the project. Below is a summary of the integration counts.

Integrations	Owner	Cloud Connect	Enterprise Interface Builder/Document Transformation Service	Workday Studio	Other
	CSLLC	**Thirteen (13)**	**Two (2)**	**Five (5)**	**Seven (7)**
	Client	**Zero (0)**	**Six (6)**	**Zero (0)**	**Zero (0)**

1.6 Report Scope

All Workday delivered standard reports associated with the Scope listed in Section 1.2 are included in the Scope of the project. If CSLLC has included assistance for additional custom reporting support and training as part of CSLLC's estimate, it will be identified in the pricing section of this SOW.

Any specific custom reports listed in Appendix B are included in the Scope of the project.

1.7 End User Organizational Change & Training ("OC&T") Scope

As they relate to the applications, areas, and events specified in Sections 1.1 and 1.2 above, CSLLC will complete OC&T Services. Specific Services and tasks to be performed by CSLLC and the Client are detailed in Section 2.0 below. All OC&T activities, communication, materials, and deliverables will be conducted and/or produced in English.

2.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the Client.

Stage	CSLLC Services	Client Responsibilities
Strategy	• Assemble the CSLLC project team for Strategy stage • Conduct Strategy planning sessions	• Assemble the Client project team for Strategy stage • Attend Strategy planning sessions

Stage	CSLLC Services	Client Responsibilities
	• Schedule Strategy meetings and provide status reporting • Participate in weekly project meetings • Jointly schedule Strategy workshops • Conduct Strategy Map session • Define Project Governance and Decision-making Model • Conduct Data Conversion Readiness Session • Conduct Foundation Data Assessment sessions • Conduct Workday Technology, Enterprise Architecture and Reporting sessions • Executive summary • Provide stage sign-off document	• Attend weekly project meetings • Jointly schedule Strategy workshops • Provide input into Strategy Map session • Participate in Project Governance and Decision-making sessions • Participate in Data Conversion Readiness Session • Participate in Foundation Data Assessment sessions • Participate in Workday Technology, Enterprise Architecture and Reporting sessions • Provide input into executive presentation summary • Provide stage sign-off document
Plan	• Assemble the CSLLC project team • Deliver discovery templates (deployment discovery questionnaire, integration discovery document) to Client • Establish a regular cadence of status report and governance meetings including a monthly steering committee meeting • Jointly schedule planning sessions • Create the integration tracker (dashboard) • Conduct functional and technical project planning sessions • Create the Project Plan • Create the Project Charter • Create baseline tenant management plan • Identify initial risks and recommendations to reduce risk • Participate and support the project kickoff meeting • Conduct data and reporting readiness workshops • Provide the sample data conversion and validation Strategy template;	• Identify and provide project team and project Subject Matter Experts ("SMEs") • Identify stakeholders, sponsors, and system administrators • Participate in functional and technical planning sessions • Establish and attend monthly Steering Committee meetings including CSLLC Engagement Manager ("CSLLC EM") • Provide input into the Project Plan • Provide input into the Project Charter • Participate and provide input into data, reporting, and integration readiness workshops • Participate in integration planning session • Prepare for and Lead project kick off meeting • Provide plan and policy documents • Provide integration requirements and existing sample files

Stage	CSLLC Services	Client Responsibilities
	advise on development of the Data Conversion Strategy & Plan • Provide data conversion and configuration workbooks • Assist with questions regarding mapping of data to Workday data model • Jointly schedule architect workshops • Conduct Foundation Data Model (“FDM”) Architect sessions • Jointly schedule Architect workshops • Jointly create the executive presentation for project kickoff meeting • Provide Test Strategy sample template; advise on development of the Test Strategy • Build Foundation Tenant • Work with Client to set up CSLLC’s secure transfer site for sharing confidential/private employee data • Load Client data for Foundation/Configuration tenant • Provide feedback regarding potential data issues and exceptions from the Foundation/Configuration build • Schedule and conduct Project Initiation Checkpoint Workday Delivery Assurance review • Provide stage sign-off document	• Notify third-party vendors for integrations and obtain agreement to project timelines • Provide third-party vendors contact information • Develop data conversion Strategy and test Strategy plan • Participate and provide input to OC&T Strategy workshop • Complete data gathering and configuration workbooks and submit to CSLLC’s secure transfer site • Review and approve project governance, Strategy map, readiness workshop output and change Strategy (plan stage deliverables) • Participate in executive readout of plan stage deliverables • Jointly identify initial risks and recommendations to reduce risk • Initiate process of receiving requirements to third-party vendors • Receive integration requirements from third-party vendors • Confirm Client Support Contact • Develop training plan for project resources • Identify key resources to complete Workday training • Complete Workday training including workbook, integration, and functional training • Jointly create the executive presentation for project kickoff meeting • Provide plan and policy documents • Work with CSLLC to set up CSLLC’s secure transfer site for sharing confidential/private employee data

Stage	CSLLC Services	Client Responsibilities
		• Provide implementation tenant for exclusive use on this project • Jointly schedule architect workshops (SMEs planning for design) • Sign off on stage
Architect & Configure	• Manage the Project Plan • Participate in weekly one (1) hour project management meetings • Provide weekly status report • Co-lead monthly Steering Committee status meetings • Conduct weekly one (1) hour workstream meetings as needed • Develop initial change impact document based on Plan readiness sessions then transition change impact document to Client to own and maintain change impacts in architect and Workday Customer Confirmation Sessions ("CCS") • Conduct iterative workset design and playback workshops • Develop the CSLLC assigned integration design approach documents; advise Client on development of design approach documents for Client assigned integrations • Provide the data-gathering workbooks for the configuration tenant • Deliver the initial functional design documentation for sign off • Assist with questions regarding mapping of data to Workday data model • Build configuration tenant Provide exception reports/issues log from tenant build • Deliver Cynergy tenant validation reports and support validation efforts of configuration tenant	• Provide input to the project plan • Participate in weekly project and workstream meetings • Co-Lead steering committee meetings • Provide project SMEs for iterative workset design and playback workshops • Participate in iterative workset design and playback workshops • Assist in clarifying configuration requirements • Review and approve initial change impact document then own and maintain for duration of project • Conduct integrations Architect workshop (design sessions) for Client assigned integrations • Develop Client assigned integration design approach documents • Agree to integration design approach documents (after detailed design review sessions) • Review and sign off on functional design documents • Finalize Data Conversion Strategy and Plan • Update data-gathering workbooks for configuration tenant • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the configuration tenant

Stage	CSLLC Services	Client Responsibilities
	• Provide baseline end-to-end Test templated scenarios to Client for review and use determination • Conduct smoke test for configuration tenant • Begin functional knowledge transfer process during configuration tenant smoke testing • Jointly conduct CCS • Develop CSLLC assigned integrations • Conduct smoke testing of integrations developed by CSLLC • Create Integration operations instruction guides for CSLLC assigned integrations • Update functional design documents • Provide smoke test scenarios from architect workshops and advise on Client defined test scenarios • Provide input on test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Review Client defined test scenarios for end-to-end and production dress rehearsal • Design, develop and smoke test CSLLC assigned reports • Deliver final CSLLC maintained design workbooks to Client at the end of the stage • Assist with questions regarding mapping of data to Workday data model • Build of end-to-end tenant • Provide exception reports/issues log from end-to-end tenant build • Deliver Cynergy tenant validation reports and support validation efforts of end-to-end tenant • Provide stage sign-off document	• Provide Client personal data/personally identifiable information for configuration tenant and submit to CSLLC's secure transfer site • Validate configuration tenant build • Review and resolve issues from exception reports • Review existing reports and confirming which Workday report will meet these needs and identifying any necessary custom reports as part of the Architect & Configure stage • Finalize Test Strategy • Develop catch-up data transaction entry approach • Define and document test plan and test scenarios (end-to-end and regression) • Jointly conduct CCS • Develop Client assigned integrations • Conduct unit testing of configuration • Conduct smoke testing of integrations developed by Client • Create integration operations guides for all Client assigned integrations • Review integration smoke test results and final integration design to provide signoff of integrations ready for end-to-end testing • Participate in functional knowledge transfer during configuration tenant unit testing • Define and implement test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Develop comprehensive cross-functional scenarios from smoke

Stage	CSLLC Services	Client Responsibilities
		and/or end-to-end Test templated scenarios provided by CSLLC • Review and finalize test scenarios, test scenario assignments and detailed daily test plan • Train and prepare testers for testing • Develop material to be presented at the Test Kickoff meeting • Design, develop and unit test Client assigned reports • Sign off on functional design documents • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the end-to-end tenant • Provide Client personal data/personally identifiable information for end-to-end tenant and submit to CSLLC's secure transfer site • Validate end-to-end tenant build • Review and resolve issues from exception reports • Sign off on stage
Test	• Manage the project plan • Conduct weekly project meetings and workstream meetings • Co-lead Steering Committee meetings • Participate in test kickoff session • Conduct one (1) hour navigation review per workstream, at start of test cycle • Create integrations schedule recurrence tracker • Support integration defect resolution for CSLLC assigned integrations	• Participate and provide input into sustainment plan workshop • Participate and provide input to User Experience Design workshop and own execution of User Experience session(s) • Provide input to the project plan • Participate in weekly project meetings and workstream meetings • Co-lead Steering Committee meetings • Lead test kickoff session • Lead daily end-to-end and parallel test meetings

Stage	CSLLC Services	Client Responsibilities
	• Provide functioning CSLLC assigned interfaces per the test plan • Prepare and conduct production dress rehearsal - user experience sessions • Prepare and conduct production dress rehearsal – governance & engagement • Prepare and conduct production dress rehearsal – support operations • Coordinate the first Workday product release during the project along with knowledge transfer for the Client to manage subsequent updates • Participate in one (1) thirty (30) minute daily end-to-end or parallel test status meeting, limited to one (1) CSLLC functional workstream consultant and one (1) CSLLC integration consultant, if applicable for workstreams where there is an open issue • Conduct up to five (5) one (1) hour knowledge transfer meetings, per workstream • Resolve CSLLC assigned test incidents; advise Client in resolution of Client assigned test incidents • Assist with questions regarding mapping of data to Workday data model • Build of parallel tenant • Provide exception reports/issues log from parallel tenant build • Deliver Cynergy tenant validation reports and support validation efforts of parallel tenant • Support execution of two (2) payroll parallel cycles per Client defined parallel test management Strategy and success criteria • Provide sample deployment cutover plan, advise Client in developing detailed cutover plan	• Execute all test scenarios (end-to-end, user acceptance and regression) and provide test management (e.g., testing coordination, compiling scenarios, reporting metrics, etc.) • Resolve Client assigned test incidents • Support integration defect resolution for Client assigned integrations • Provide functioning Client assigned interfaces per the test plan • Coordinate, plan and participate in production dress rehearsal - user experience sessions • Coordinate, plan and participate in production dress rehearsal – governance & engagement • Coordinate, plan and participate in production dress rehearsal – support operations • Client SMEs to participate in knowledge transfer meetings • Develop subset or supplemental scenarios for additional testing during Test stage • Plan and execute performance testing if required by Workday • Update system configuration as required • Update design documentation (as required by internal Audit team) • Participate in the first Workday product release during the project; coordinate activities related to subsequent updates • Complete test of extraction and load process for catch-up data transaction entry • Develop extract scripts and provide validated extract data from legacy system(s) into one (1) set of data into the CSLLC prescribed data conversion

Stage	CSLLC Services	Client Responsibilities
	• Provide knowledge transfer workbook for sign off • Provide stage sign-off document	templates for load to the Workday platform for the parallel tenant • Provide Client personal data/personally identifiable information for parallel tenant and submit to CSLLC's secure transfer site • Validate parallel tenant build • Review and resolve issues from exception reports • Complete catch-up data transaction entry for parallel • Execute two (2) payroll parallel cycles per Client defined parallel test management Strategy and success criteria • Manage and sign off on all test results (end-to-end, parallel, and regression) • Develop deployment cutover plan • Complete and sign off on the knowledge transfer workbook • Sign off on stage
Deploy	• Manage the project plan • Conduct weekly project meetings and workstream meetings; participate in Steering Committee meetings • Provide the Workday Go-Live Checklist and Move-to-Production Authorization • Schedule and conduct final Workday Delivery Assurance reviews • Update integration schedule and recurrences tracker • Assist with questions regarding mapping of data to Workday data model • Build of Gold/pre-production tenant • Provide exception reports/issues log from Gold/pre-production tenant build	• Provide input to the project plan • Participate in weekly project meetings and workstream meetings; conduct Steering Committee meetings • Manage and execute to the deploy cutover plan • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the Gold/pre-production tenant • Provide Client personal data/personally identifiable information for Gold/pre-production tenant and submit to CSLLC's secure transfer site

Stage	CSLLC Services	Client Responsibilities
	• Deliver Cynergy tenant validation reports and support validation efforts of Gold/pre-production tenant • Verify migration of CSLLC assigned integrations • Schedule integrations according to the integrations schedule recurrence tracker • Schedule the transition to production support meeting with Client (held after move-to-production) • Jointly complete the Workday Go-Live announcement • Provide stage sign-off document	• Validate Gold/pre-production tenant build • Review and resolve issues from exception reports • Verify migration of Client assigned integrations • Jointly complete the Workday Go-Live announcement • Approve and sign off on the Workday Go-Live Checklist and Move-to-Production Authorization • Create and distribute the Workday Go-Live announcement • Sign off on stage
Post-Production Support	• Provide standby support after the move-to-production as defined by the number of weeks in the timeline outlined in Section 3.3 • Conduct knowledge transfer sessions for CSLLC developed integrations if required • Conduct payroll support • Conduct support for first financial period close • Provide stage sign-off document	• Implement post go-live governance support model including staffing and managing help desk • Complete catch-up data transaction entry • Make any updates to production, including final load of transactional conversion data • Sign off on stage

OC&T Services

	CSLLC Services	Client Responsibilities
Strategy Phase	• Advise on the identification of stakeholders and sponsors • Capture initial change impacts from Strategy workshops • Conduct change Strategy workshop and develop change Strategy output	• Provide counterpart to regularly collaborate with CSLLC OC&T resources • Identify stakeholders and sponsors • Attend and participate in change Strategy workshop • Review and approve change Strategy output
Organizational Change Management	• Develop OC&T timeline	• Review and approve the OC&T timeline

	CSLLC Services	Client Responsibilities
	• Advise on the ongoing identification of stakeholders, sponsors, and change champions • Provide stakeholder and readiness assessment templates • Advise on branding best practices and how to establish effective project branding • Update change impact analysis throughout Architect and Configure stage • Develop preliminary end-user communications plan • Support the development of communications, up to 50 hours of effort • Develop preliminary change champion network plan • Support change champion network activities, up to 50 hours of effort • Develop preliminary user experience sessions plan • Support user experience sessions activities, up to 20 hours of effort • Advise on change sustainment best practices	• Conduct stakeholder and readiness assessments • Establish and execute project branding • Maintain change impact analysis following the Architect & Configure stage • Maintain end-user communications plan following the Architect & Configure stage • Develop and deliver all end-user communications • Implement and lead the change champion network • Lead user experience sessions • Develop, manage, and implement change sustainment strategy & plan • Measure and report on end-user adoption
End User Training	• Develop training strategy as part of the overall change strategy • Develop initial training needs assessment and curriculum plan • Provide training prototypes • Lead development of training materials and collateral, as defined in the training needs assessment and curriculum plan, up to 400 hours total for HCM and FIN • Deliver training activities, as defined in the training needs assessment and curriculum plan, up to 100 hours total for HCM and FIN • Support the configuration of in-system guidance (help text, guided tours, etc.) up to 20 hours total for HCM and FIN • Recommend evaluation methods	• Provide end-user training counterpart to regularly interface with CSLLC's OC&T team • Provide input on the end-user training strategy • Review and approve the training needs assessment and curriculum plan • Lead development of all training materials and collateral beyond CSLLC's effort allowance • Lead and manage all training delivery beyond CSLLC's effort allowance • Provide subject-matter experts to participate in all trainings as defined in the training curriculum plan • Register training participants and track training completion • Lead development and configuration of in-system guidance (help text, guided

	CSLLC Services	Client Responsibilities
		tours, etc.) beyond CSLLC's effort allowance • Conduct training assessments • Conduct training remediation

3.0 Project Approach

3.1 Methodology

The implementation will be completed by following CSLLC's Cynergy methodology which consists of the following stages: Plan, Architect & Configure, Test, and Deploy. The specific tasks and durations to complete these tasks will be detailed in the Project Plan, Project Charter and Project Schedule which are to be developed jointly by the CSLLC EM and the Client Project Manager.

3.1.1 Delivery Model

CSLLC will deliver this implementation using the onshore Global Delivery Center ("GDC") delivery model. CSLLC is providing a project team comprised of Workday certified experts at both onshore and GDC locations that provide the knowledge required to ensure a successful implementation utilizing a combination of Client specific requirements and industry best practice.

3.2 Governance

Project Management

In the Plan stage of the project, the CSLLC EM will work with the Client Project Manager to develop a detailed Project Plan to be used to maintain project tasks and timelines. A Project Charter will be created to guide the team in maintaining Scope and project objectives. The Project Charter will also define the path of issue escalation.

Finalization of the Scope, as determined during the Plan and Architect & Configure stages, may require the project team to revise the estimates and resource requirements for the remaining stages of the project.

Change Control Process

Any additional or modified Scope of Services shall be documented in a separate written and fully executed Change Order using the template set forth in Appendix C. Such form shall include the written approval of an authorized representative of Client before CSLLC will begin any additional work or incur any charges or fees outside the Scope of this SOW. Client and CSLLC agree to the following Change Control Process when a Change Request is issued:

- **Step 1:** CSLLC will prepare a description of the necessary change including Scope, process, cost, impact to timeline, impact to resources along with a list of alternative solutions.
- **Step 2:** The Client Project Manager will review and approve or reject within his or her authority or escalate to the Executive Sponsor for review and approval or rejection.
- **Step 3:** Client will review and approve or deny additional information for all Change Requests within three (3) business days so as not to cause any unnecessary delay in the project timeline.
- **Step 4:** Any approved change request will be documented and become an addendum to this SOW.

Status Reporting

During the Plan Stage of the project, the CSLLC EM will coordinate with the Client Project Manager to establish a set of regularly scheduled meetings to present project status and risks. These will include, but are not limited to, a monthly Steering Committee meeting, a weekly Project Core Team Status meeting, weekly workstream meetings, a weekly Project Management meeting, and additional meetings, as needed. The CSLLC EM will report out at the Steering Committee and Team Status meetings on the status, activities, issues, and other relevant project information.

The monthly Steering Committee meeting will include a review of the project timeline and status, accomplishments to date, upcoming project activities and milestones, review of issues and risks requiring action from the Steering Committee members, potential changes to Scope and a review of the financials of the project. The Steering Committee will include a readout by the CSLLC EM on the state of the project; participation may be in person or remote.

A weekly Status Meeting will be held with the core team and the Client Project Manager to assess recent accomplishments, issues, risk factors and to ensure that the work planned for the next two (2) weeks is properly resourced. Risk factors and roadblocks will be assessed and either resolved or escalated. In addition to these meetings, meetings with functional teams will be scheduled to review and resolve any open issues.

All meeting agendas, status reports, steering committee presentations, issues log, project plan and the project charter will be stored on the Project Collaboration Site as referenced in Section 4.0 Assumptions & Dependencies.

Knowledge Transfer

Over the course of the project, CSLLC will conduct functional and technical knowledge transfer through iterative workset design and playback sessions, CCS, weekly workstream meetings and during the Test stage. Additional knowledge transfer will occur during the Post-Production stage as needed. To formalize knowledge transfer, CSLLC will complete and require sign off by the Client of the Knowledge Transfer workbook. CSLLC and Client will utilize the Knowledge Transfer workbook to track progress and topics during each stage. If Client requires additional knowledge transfer, this may result in a Change Order. Process documentation (e.g., operational guides and process flow diagrams) is not in Scope for knowledge transfer, except for the Integrations Operations Guide for CSLLC owned integrations.

3.3 Projected Schedule

The time required to complete the project is based on the contents of this SOW. Unless otherwise mutually agreed upon, Services under this SOW are expected to commence ten (10) business days from the date of execution by the Client and CSLLC. The estimated duration and estimated start date of each Project Stage is listed below, pending execution of this SOW and availability of Client resources and training. The Client Payroll schedule may require an adjustment on the estimated start date for the Deploy and Post-Production stages. If the Client Payroll schedule requires an adjustment, the number of weeks defined in the timeline below will determine the new stage start and end dates for the Deploy and Post-Production stages.

Client resources will attend Workday fundamentals training for the functional areas in Scope prior to the start of the Architect & Configure stage, and Client resources which are assigned to design/build integrations (as indicated in the integrations Scope) will complete the required Workday training (report writing, calculated fields, and integration-related classes) prior to the start of the Architect & Configure stage. If training is not attended, this could result in a significant impact to the time and cost of the project.

The project will be completed in one (1) phase – as presented below. The timeline for the project is as follows:

Project Timeline								
	Strategy	Plan	Architect & Configure	Test	Parallel	Deploy	Post Production	Total Weeks
Weeks	4	7	20	12	6	5	6	58
Start	10/3/2022	10/17/2022	12/5/2022	4/24/2023	7/17/2023	8/28/2023	10/2/2023	
Finish	10/28/2022	12/2/2022	4/21/2023	7/14/2023	8/25/2023	9/29/2023	11/10/2023	

Note:

- This project runs for fifty-eight (58) weeks as the Strategy and Plan stages overlap by two (2) weeks.
- Integrations will be developed based on a timeline dependent on the batches defined in the integrations planning sessions and third-party vendor availability.
- Functional architect hours are assumed to be heavier in the Architect & Configure stage and will reduce to high level oversight following CCS.

4.0 Assumptions & Dependencies

The Services, Labor Estimates, and Project Pricing presented in this SOW are dependent on the following assumptions being true:

Client will:

a. Timely complete each item listed as a Client Responsibility in Section 2.0.

b. Have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.

c. Have the necessary resources available in each stage, according to how they are identified in the staffing and project plans. Resources will be empowered and capable of making decisions on behalf of the Client. Resources will include, but are not to be limited to, functional and technical leads, and applicable business process and SMEs. If resource and/or priority conflicts occur, they will be discussed and resolved with the project Steering Committee.

d. CSLLC resource availability and overall staffing approach are determined by the jointly created project plan.

e. Provide all required technology needs, connectivity, and network access to all relevant Client applications necessary for the deployment. The CSLLC consultants will have access to software including security rights and passwords where required in order to complete the deployment.

f. CSLLC resources will provide their own laptops. If Client owned laptops or virtual machines are required to be used, this may result in a Change Order.

g. Be responsible for workstation compliance to Workday's minimum requirements. Client has determined their technical needs will be met, and internal systems and policies, as well as third-party vendors, are compatible with Workday. Any technical issues which may arise during implementation are to be resolved by Client.

h. Lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client. Client understands that third-party vendors could impact project timelines.

i. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.

j. Use CSLLC provided central repository solution for non-sensitive project document sharing and CSLLC's secure transfer site for the secure exchange of sensitive Client employee data with the CSLLC project team.

k. Be responsible for any job catalog and/or compensation restructuring efforts, with initial draft of restructure completed by the start of project. If support is needed from the CSLLC project team and/or these milestones are not met, this may result in an increased timeline and level of effort.

l. Perform all the Client responsibilities in the stages identified, and per the project plan including but not limited to sign off at the completion of each stage, provision of data files, provision of test scenarios, execution of test scenarios and integration testing.

m. Be solely responsible for testing and any move-to-production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any move-to-production.

n. In the event CSLLC is required to assist Client with move-to-production activities, Client will provide written approval if CSLLC's assistance is required during Client's move-to-production activities. Upon completion of move-to-production activities, Client will verify production results and shall be solely responsible for production accuracy. Client shall provide written acceptance to CSLLC after such move-to-production activities have been completed.

o. Adhere to the outlined meeting schedules defined in the Section 2.0 Services and Responsibilities table; any variation could result in an impact to cost and timeline.

p. Coordinate participation from key stakeholders and project team to attend a single CSLLC led Architect Session and CCS per functional area. If additional workshops or sessions are needed, the Client Project Manager will work with the CSLLC EM to determine impact to project and timeline.

q. Use CSLLC tools and templates. If the Client requires CSLLC to utilize Client specific/owned tools and templates, the Client Project Manager will work with the CSLLC EM to determine impact to project.

r. Processing of payroll occurs out of a centralized office for all locations included in the payroll Scope.

s. Gathering of payroll requirements and testing will be owned by a centralized office for all locations included in the payroll Scope.

t. Knowledge Transfer will be delivered to a key resource and the Client is responsible for training their payroll organization.

u. If 1099 tax elections and payroll processing are required, those will be handled by a third-party vendor or the Client's accounts payable department. Workday does not currently support 1099 tax elections or processing as part of the core Workday payroll module.

v. Payroll commitments, payroll obligations, and position budgets are not included in the Scope of this SOW.

w. Client is responsible for payroll compliance review with internal or external counsel.

x. Delivered Workday Fair Labor Standards Act (FLSA) standard forty (40) hours per week functionality will be used.

y. Active Withholding Orders to be entered manually by Client.

z. Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.

aa. Client will use the Federal and State Tax Reporting portals for tax reporting purposes utilizing Workday's standard tax reports.

Integration Assumptions

a. Client integration functional owners are available for integration discovery and design sessions throughout the Plan and Architect and Configure stages.

b. Client integration resources are Workday trained before they are assigned integration development access in implementation tenants.

c. Client/third-party vendor design meetings for all CSLLC owned integrations will not exceed eighty-five (85) hours across all integrations. If more hours are needed, a Change Order may be required to adjust the effort.
d. CSLLC Integration team assistance for integrations assigned to Client will not exceed fifty (50) hours.
e. Requirements and specifications for all in Scope Integrations will be available by the end of the Plan Phase. If not, a Change Order will be required to adjust the timeline and effort.
f. Client integration workstream meetings will be limited to a sum of two (2) hours per week for all integration resources.
g. Inbound integrations are scoped using Workday standard fields. If Workday custom objects are needed to store data, the integration effort will need to be revised.
h. Workday required performance testing is not in Scope.
i. Requirements and specifications for all in Scope Integrations will be available at the start of Plan Phase.
j. Integrations (both CSLLC and Client owned) may be separated into batches depending on priority, critical and project timeline impacts; timelines could be adjusted due to delays in requirements or Client accessibility. Batches will have varying timelines to accommodate prioritization and Architect workshop schedules to reduce rework. Wherever possible, integrations which directly impact payroll results should be given priority to ensure applicable integrations are ready prior to the start of parallel testing.
k. Integrations dependent upon FDM may follow separate milestones and testing cycles.

Prism Assumptions

a. Client will subscribe to Workday's Prism product prior to project kick-off. Prism subscription must include sufficient data storage and published rows allowance to support the Scope of this SOW.
b. Client will identify and confirm the specific data sources to be used and the Client must have independently obtained the rights and/or permissions to use all selected data sources for the intended purpose. CSLLC does not provide any data.
c. CSLLC and Client will jointly develop an approach to handle the orphaned records where there is not a match on Workday instance.
d. All data extract files to be available via secure transfer and consumed into Prism via standard Prism secure transfer integration. REST API and Workday Studio integrations are Out-Of-Scope.
e. Data extract files will have a consistent data schema over time.
f. Client has a clear, concise, and well documented definition of any metrics needing to be derived within the Prism Analytics Workflow.
g. Client will provide any required mappings to connect imported data to necessary Workday instances (e.g., Company, Business Unit, Portfolio, Custodian, Investment Manager, Equivalent Ratings).

Authentication Assumptions

a. CSLLC will advise Client of the Workday options for a single sign-on solution and will perform the applicable authentication setup within the Workday tenant.
b. Multi-Factor Authentication ("MFA") is managed by Client and if Workday MFA setup is required this will result in an increased level of effort.

c. Client is responsible for all implementation work outside of the Workday tenant (e.g., Security Assertation Markup Language ("SAML") setup, identity server). Client will provide the appropriate resource commitments and skill sets depending on the single sign-on option selected during design.

Data Conversion Assumptions

a. Client's project team will provide a single data file to CSLLC for each template regardless of the number of legacy systems.
b. Client is responsible for data validation and mapping requirements for all data. Client will provide all translation values and mapping to CSLLC within the design configuration workbooks.
c. Client is responsible for updating, testing, and maintaining delivered data extraction scripts/accelerators to accommodate Client's specific configuration or design.
d. The CSLLC consultant project team will then load the provided information directly into the Workday tenant using Workday's web services. As data conversion is an iterative process, the Client will be responsible for all data cleanup identified during the process and is responsible for supporting multiple data extracts from the legacy systems.

Testing Assumptions

a. Client will provide a Test Lead who is responsible for overseeing test scenario creation and consolidating scenarios to be used for End-to-End, user acceptance testing, Parallel and Regression testing, managing testers, and reporting out testing metrics.
b. Client and CSLLC will implement a Change Control Process to review and approve proposed enhancements coming out of testing to identify the priority and potential impact to timeline, resources, and level of effort prior to changes being made.
c. Client will finalize and sign off on end-to-end testing prior to entering parallel testing. Exceptions must be agreed upon by CSLLC if additional end-to-end testing is required prior to entering parallel testing.
d. Testing will be completed within the time specified in the timeline.
e. Client will coordinate participation from project testers to be co-located together on a remote basis, or at a mutually agreed upon shared site if CSLLC is able to travel in accordance with its internal policies and procedures. If additional support locations are needed for testing, the Client Project Manager will work with the CSLLC EM to determine impact to project and timeline.
f. When a Workday Update occurs, the only additional changes which will be included in the project are those which are automatically required by Workday. Any additional functionality is Out-of-Scope.
g. Two (2) parallel payroll testing cycles during the parallel stage are assumed to be in the Scope of this SOW.
h. Client is responsible for providing any executive summaries for parallel reporting to the project leadership team.

Government Deployment Approach Assumptions

a. CSLLC Team will utilize pre-configuration to conduct the architect sessions in the Architect and Configure stage. The approach for the architect sessions will be to review pre-configuration and then align areas which are in Scope but are not part of the pre-configuration.
b. Business process configuration is limited to the processes defined in Appendix D.
c. The Workday pre-configured content will be leveraged as the basis for design and configuration within the Scope of this project. CSLLC will not be performing a traditional fit-gap analysis on Client business requirements. If the pre-configured tenant is not appropriate for the Client, as determined by the Client, additional professional Services may be required. The Client is ultimately responsible for verifying that the pre-configured content is appropriate.
d. Integrations to be designed to current state requirements and not reformatted during timeline unless Workday delivered templates are available for deployment. If current state is no longer supported, the effort will need to be assessed and the timeline may be impacted.

General Assumptions

a. CSLLC will operate in a global delivery model from onshore and CSLLC's GDC locations.
b. Unless the Parties agree otherwise, support hours for onshore are assumed to be within standard business hours, defined as follows, with response time based on forecasted hours:
    i. 9:00 AM Eastern Time (ET) through 5:00 PM ET.
    ii. Monday through Friday.
    iii. Excluding CSLLC holidays. A list of CSLLC holidays will be made available to the Client upon request.
c. All meetings where CSLLC's GDC consultants' involvement will be required will be scheduled between 9:00 AM ET and 1:00 PM ET.
d. CSLLC's GDC consultants, when required, will be available during the Client's business hours for key events defined as follows:
    a. Requirement workshops
    b. End-to-end testing of critical issue triage

5.0 Term and Termination

a. This SOW shall commence on the Start Date identified above and shall continue through November 10, 2023 (the "Term"), unless terminated sooner by providing CSLLC ninety (90) days' prior written notice.

6.0 Pricing

a. CSLLC will invoice and Client shall compensate CSLLC on a Fixed Fee basis as set forth in the table below for Services rendered. This price is inclusive of any and all associated charges and fees which CSLLC may experience during the fulfillment of this SOW, with the exception of Section 7.0 Expenses. Pricing is based on the schedule defined in the SOW; any changes to the schedule will require a modification in price. Invoices will be paid subject to the terms and conditions of the Agreement. Total cost of the engagement is listed in the Milestones and Events table below.
b. Payments will be made according to the following schedule.

Fixed Fee and Invoicing				
Milestone / Event	**Invoice Date**	**Invoice Amount**	**CSLLC Investment**	**Total Invoice Amount**
Strategy Stage: Strategy	11/1/2022	$ 263,844	-$4,947	$ 258,897
Plan Stage: Delivery of Plan Artifacts	12/2/2022	$ 263,844	-$4,947	$ 258,897
Architect & Configure Stage: Workset A Completion	1/6/2023	$ 263,844	-$4,947	$ 258,897
Architect & Configure Stage: Workset B Completion	2/10/2023	$ 263,844	-$4,947	$ 258,897
Architect & Configure Stage: Workset C Completion	3/17/2023	$ 263,844	-$4,947	$ 258,897
Architect & Configure Stage: Delivery of end-to-end Tenant	4/21/2023	$ 263,844	-$4,947	$ 258,897
Test Stage: Completion of Cycle One (1) Testing	5/26/2023	$ 263,844	-$4,947	$ 258,897
Test Stage: Completion of End to End Test	7/14/2023	$ 263,844	-$4,947	$ 258,897
Test Stage: Completion of Parallel Test	8/25/2023	$ 263,844	-$4,947	$ 258,897
Deploy Stage: Completion of Move-to-Production (Go-Live)	9/29/2023	$ 131,922	-$2,474	$ 129,448
Post-Production support: Completion of Project	11/10/2023	$ 131,922	-$2,473	$ 129,449
Project Total for All Phases		**$ 2,638,440**	**-$49,470**	**$ 2,588,970**
Estimated Expenses				$0
Grand Total				**$ 2,588,970**

c. Workday Delivery Assurance and Workday specific training services and fees will be covered under a separate agreement between Client and Workday.

d. Invoices will be emailed to the following address(es): Client – please provide correct email address(es).
Any other mailed correspondence will be delivered as follows below:

Richland County, South Carolina
2020 Hampton Road
Columbia, SC 29201

e. Any additional Services rendered in addition to the Scope as defined in this SOW will only be performed after the Parties agree to a Change Order utilizing the rate table to build the cost as identified below:

Project Role	Rate
Strategy Architect	$295
Strategy Consultant	$285
Change Architect	$255
Functional Architect	$215
Principal	$190
Consultant	$175
Associate	$130
Integrations (Offshore)	$60

f. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.

g. [CLIENT TO INSERT PO NUMBER ("PO#") HERE, IF REQUIRED – Confirmation will allow for timely and accurate invoice submission. If a PO# will not need to be generated, please make a note in this section.]

Milestone/Event Definitions

Strategy Stage: Strategy – This Milestone is achieved after the following is complete:

a. Strategy Map with defined vision, guiding principles, goals & objectives, value statements, and success metrics.
b. Project Governance Model with defined roles & responsibilities including cadence, decision making authority and escalation process.
c. Strategic Readiness facilitation documents and decision/action items documented in a Risks, Assumptions, Issues, and Dependencies (RAID) log.
d. Data assessment including summary of key findings and recommendations from Strategic Readiness sessions.

Plan Stage: Delivery of Plan Artifacts – This Milestone is achieved after the following is complete:

a. Project Charter
b. Draft project schedule and plan
c. Kickoff deck agenda and presentation draft
d. Schedule for architect workshops

Architect & Configure Stage: Workset A Completion – This Milestone is achieved after the following is complete:

a. Workset Data Loads completed
b. Workset Playbacks completed

Architect & Configure Stage: Workset B Completion – This Milestone is achieved after the following is complete:

a. Workset Data Loads completed
b. Workset Playbacks completed

Architect & Configure Stage: Workset C Completion – This Milestone is achieved after the following is complete:

a. Workset Data Loads completed
b. Workset Playbacks completed

Architect & Configure Stage: Delivery of end-to-end Tenant – This Milestone is achieved after the following is complete:

a. End-to-end tenant build for use in end-to-end testing

Test Stage: Completion of Cycle One (1) Testing – This Milestone is achieved after the following is complete:

a. Execution of Cycle one (1) testing is complete and Cycle two (2) testing has begun

Test Stage: Completion of end-to-end Test – This Milestone is achieved after the following is complete:

a. Execution of test scenarios or timeframe for end-to-end testing has lapsed
b. Any issues reasonably identified as preventing progress to Parallel Testing have been addressed or mitigated. Start of any Services or Responsibilities in the Deploy Stage will be deemed as completion of this Milestone.

Test Stage: Completion of Parallel Test – This Milestone is achieved after the following is complete:

a. Timeframe for Parallel testing has lapsed
b. Any issues reasonably identified as preventing progress to Production have been addressed or mitigated. Start of any Services in the Deploy Stage will be deemed as completion of this Milestone.

Deploy Stage: Completion of Move-to-Production (Go-Live) – This Milestone is achieved after the following is complete:

a. Production Workday system is available to any Client employees.

Post-Production support: Completion of Project – This Milestone is achieved after the following is complete:

a. Timeframe for post-production support has lapsed following the move-to-production.

CSLLC will present the applicable Deliverables to the Client and the Client will have three (3) business days to provide a specific list of reasonable issues to be remedied. CSLLC will address issues and resubmit the deficient Deliverables. After three (3) business days, should the Client not provide a list of issues, the Deliverables will be deemed complete. Use of the Deliverables by the Client will deem the Deliverables as completed.

7.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. All such travel will comply with CSLLC's Travel and Expense Policy, which shall be made available to the Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client.

8.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC	**Richland County, South Carolina**
Authorized Signature	Authorized Signature
Name	Name
Job Title	Job Title
Date	Date

Appendix A – Detail Roles Description

Client Roles

Client personnel are experts on Client business/technologies and as such will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project.

Client project team members and cross-functionality representation are currently identified as follows:

(Note that project teams' roles could be specific to implementation needs.)

Team Member	Description of Role
Steering Committee, **Senior Design Reviewers, Key Stakeholders, Executive Sponsor**	The Steering Committee provides funding and support to the project. Responsibilities include: • Obtaining appropriate funding and approvals • Ensuring all appropriate resources are available for the project • Resolving issues which are impeding the progress of the project • Providing overall direction to the Client Project Manager • Sign off on key deliverables/project milestones • Assuring project delivery and quality control • Attending Steering Committee Meetings
Project Manager	The Client Project Manager is a dedicated resource focused specifically on the Workday implementation. While CSLLC understands there are many other activities linked to the implementation, this resource needs to be dedicated full-time to the project. Responsibilities include the following: • Establishing and managing the project details, deliverables, schedules, tasks, assignments, and execution • Coordinating business teams and support teams • Driving the implementation of the optimized processes • Managing the resolution of issues • Anticipating and resolving issues which could impact the Project Budget, Schedule, Scope or Quality
Functional Team (Global Process Owners, Process Leads, and SMEs/Business Analysts)	The Functional Team are those familiar with Client business processes and systems. These individuals provide information to the CSLLC Functional Consultant(s) to configure the Workday solution. Responsibilities include: • Communicate functional requirements which need to be configured in Workday • Describe current business processes and work with team to simplify and improve • Work with CSLLC Consultants to help map and load data into Workday • Actively participate in all testing activities • Pre-validate extracted data files prior to providing it to CSLLC; then validate data after it has been converted into Workday solution • Contribute to identifying and executing test scenarios for functional areas

Team Member	Description of Role
	• Perform end user training • Participate in knowledge transfer
Technical Team **(Integration Lead, Integration Engineers/Developers, and Data Conversion Specialist)**	Technical resources perform the following: • Support the conversion and loading of data contained in existing systems • Design and develop custom integrations as outlined within the Scope section above • Develop custom reports • Manage Client communications • Participate in knowledge transfer • Actively participate in testing activities *Note: Resource experience, data quality and the amount of transformation required could impact the actual resources needed to support the data conversion efforts.*
Internal Auditor	The Internal Auditor works with the Project Team to ensure proper procedures are followed and proper documentation is created for the implementation of Workday. This person is responsible for providing compliance-related guidance and expertise to the Project Team.
Test Lead	The Client Test Lead develops and manages the overall Client Test Strategy and Plan. Responsibilities include: • Establish an approach to testing • Define resource requirements for testing • Establish the test schedule • Conduct overall execution of the Client prescribed end-to-end (including Integrations), production dress rehearsal, and Parallel test process for Workday Payroll from start to end of the test period • Facilitate testing coordination and progress meetings • Successfully manage defect resolutions • Resolve test issues via coordination of Client and CSLLC teams as required to complete testing for successful completion of Workday test • Define the overall test strategy • Define test approach, roles, and responsibilities • Define test tools and scenarios by tester and success criteria for each test stage • Define and report test metrics to the project team and project executives
Organizational Change Lead	The Organizational Change Lead is focused on planning and executing the change management and communications activities. He or she is the primary counterpart to the CSLLC Organizational Change Lead (if there is someone assigned) and is responsible for providing primary insight into the Client’s culture, operations, and competing projects or interests. The Organization Change Lead is the primary liaison between the project team and other internal resources needed to execute and deploy the various change management and communications activities. He or she is ultimately responsible for all change management and communications-related deliverables.

Team Member	Description of Role
Training Lead	The Training Lead is focused on planning and executing the end user training activities. He or she is the primary counterpart to the CSLLC Training Lead (if there is someone assigned) and is responsible for providing primary insight into the Client's training resources and preferences, as well as competing projects or interests related to end user training. The Training Lead is the primary liaison between the project team and other internal resources needed to plan, execute, and deploy the various training activities for the deployment. He or she is ultimately responsible for all training-related deliverables. The Client may choose to assign the Organizational Change Lead and Training Lead roles and responsibilities to a single actual resource.
Training Communications, and Change Management support Resources	Depending on the specific strategies and plans the Client establishes as part of its OC&T program, additional resources will be needed at various times throughout the project lifecycle to support and execute the communications, change management, and training plans. These roles often include: • Training Developers responsible for developing and revising the end user training collateral as defined in the Training Curriculum Plan • Communications Leads/Developers responsible for developing, revising, and deploying the end user communications collateral as defined in the Communications Plan • Trainers and Super Users responsible for gaining advanced familiarity with the new systems and user support tools, and in turn planning and delivering pre-Go-Live and ongoing training to end user audiences • Change Champions responsible for generating awareness and support around future changes within their designated areas of influence

Workday Roles

If Workday is contracted by the Client, Workday, under a separate contract, will provide Delivery Assurance services. Workday core responsibilities include:

Team Member	Description of Role
Delivery Assurance Group	Comprised of Workday Implementation Specialists, the Delivery Assurance Group works with the Client towards the implementation of the Workday solution. The Delivery Assurance Group conducts a series of quality assurance reviews at major project milestones, when the group reviews project documentation, product configuration, and business processes. The Delivery Assurance Group is responsible for the development and enhancement of the Workday implementation methodology and works closely with Product Strategy and Development in helping steer product direction. *Note: Delivery Assurance will be a separate agreement to be contracted directly with Workday.*

Appendix B – Integrations and Custom Reports

Integrations

The following integrations are in Scope. Please refer to the column labeled “Owner” to identify if the integration is Client assigned or CSLLC assigned.

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner	Cloud Connector Name	Notes
INT001	Active Directory SAML SSO	Microsoft	Security	Basic SSO SAML Setup Outbound Custom	Setup	CSLLC		
INT002	Azure Active Directory - Bidirectional	Microsoft	HCM	Active Directory Outbound Cloud Connect	CC	CSLLC		
INT003	AFLAC Supplemental Benefits - Outbound	AFLAC	Benefits	Demographics Or Enrollment Outbound Cloud Connect	CC	CSLLC	Aflac: Supplemental Benefits	
INT004	South Carolina PEBA - Benefit Elections - Outbound	South Carolina PEBA	Benefits	Demographics Or Enrollment Outbound Custom	EIB/DTS	CSLLC		Support all PEBA benefit enrollments
INT005	TASC COBRA - Initial Rights - Outbound	TASC	Benefits	COBRA Initial Rights Outbound Custom	EIB/DTS	Client		
INT006	TASC COBRA - Events - Outbound	TASC	Benefits	COBRA Events Outbound Custom	EIB/DTS	Client		
INT007	South Carolina New Hire Report - Outbound	State of SC	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT008	TBD - ACA Print to Post - Outbound	TBD	Benefits	ACA Outbound Cloud Connect	CC	CSLLC		Assumes vendor supports Workday
INT009	IRS - ACA Filing - Outbound	US IRS	Benefits	ACA Outbound Cloud Connect	CC	CSLLC		
INT010	DocuSign - eSignature	DocuSign	Security	DocuSign Cloud Connect	CC	CSLLC		
INT011	eVerify Verification - Outbound	US DHS	HCM	eVerify Outbound Cloud Connect	CC	CSLLC	E-Verify - Employment Verification	
INT012	Indeed - Job Advertising - Outbound	Indeed	Recruiting	Job Advertising Scrape Outbound Custom	Setup	CSLLC		
INT013	Colonial Retirement Deductions - Outbound	Colonial	Payroll	Deductions Outbound Custom	EIB/DTS	Client		
INT014	South Carolina PEBA - Deductions - Outbound	South Carolina PEBA	Payroll	Deductions Outbound Custom	EIB/DTS	CSLLC		Support all PEBA payroll deductions and
INT015	Payroll Check Layout	n/a	Birt	Payroll Check Custom Check Layout_Low	BIRT	CSLLC		
INT016	AP Check Layout	n/a	Birt	Financials Custom Check Layout_Low	BIRT	CSLLC		
INT017	Treasury Check Layout	n/a	Birt	Financials Custom Check Layout_Low	BIRT	CSLLC		
INT018	Synovus - Positive Pay with Voids - Outbound	Synovus	Financials	Positive Pay with Voids Outbound Custom	Studio	CSLLC		
INT019	Synovus - ACH - Outbound	Synovus	Financials	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC	WPN - ACH CCD (Enhanced Performance)	
INT020	Synovus - Bank Statement - Inbound	Synovus	Financials	Bank Statement Inbound Cloud Connect	CC	CSLLC	Import BAI2 Bank Statement	
INT021	Wells Fargo - ACH - Outbound	Wells Fargo	Financials	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC	WPN - ACH CCD (Enhanced Performance)	
INT022	Wells Fargo - Bank Statement - Inbound	Wells Fargo	Financials	Bank Statement Inbound Cloud Connect	CC	CSLLC	Import BAI2 Bank Statement	
INT023	1099 Filing Outbound	IRS	Financials	Electronic Filing 1099 Outbound Cloud Connect	CC	CSLLC		
INT024	Landfill Invoices - Inbound	TBD	Financials	Customer Invoices Inbound Custom	Studio	CSLLC		
INT025	Utility Billing Payments - Inbound	TBD	Financials	Accounting Journals Inbound Custom	Studio	CSLLC		

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner	Cloud Connector Name	Notes
INT026	Bank of America - Visa P-Card - Outbound	Bank of America	Financials	Credit Cards Masked Outbound Cloud Connect	CC	CSLLC		
INT027	Bank of America - Visa P-Card - Inbound	Bank of America	Financials	Credit Cards Masked Inbound Cloud Connect	CC	CSLLC		
INT028	Customer Invoice - Layout	n/a	Birt	Customer Invoice Custom Layout_Low	BIRT	CSLLC		
INT029	Customer Statement - Layout	n/a	Birt	Compensation Statement Custom Layout_Low	BIRT	CSLLC		
INT030	eCivis - Grants - Outbound	eCivis	Financials	Grants Outbound Custom	EIB/DTS	Client		
INT031	eCivis - Grants - Inbound	eCivis	Financials	Grants Inbound Custom	Studio	CSLLC		
INT032	Background Check Outbound	S2	Recruiting	Employment Screening Outbound Custom	EIB/DTS	Client		
INT033	Background Check Inbound	S2	Recruiting	Employment Screening Inbound Custom	Studio	CSLLC		

Integration Type Key:

- EIB/DTS = Enterprise Interface Builder/Document Transformation Service
- BIRT = Business Intelligence Reporting Tools
- CC = Cloud Connect
- Studio = Workday Studio
- Other = Web Services or Integration system user setup

The interfaces/integrations required for this project include:

- **Cloud Connect ("CC")** – CC provides Workday customers with the same level of support as they would receive in the core Workday application. Such Workday integrations are (i) part of the Workday hosted application Service and (ii) provided with ongoing support by Workday in accordance with Workday's then-current Support and Service Availability Policy. While Workday integrations are designed and developed as part of the subscription license, CSLLC anticipates some amount of time dedicated to configuring and testing the integrations during the implementation.
- **Custom Integrations** – Custom integrations are developed by CSLLC or Client using Workday's tools such as Report Writer, EIB, DTS, or Studio.

Reports

The following report configuration is in Scope. Any support identified for custom reporting support is inclusive of design discussions, requirements gathering and knowledge transfer.

HCM Reporting

Report Name / Configuration	Area	Description
Organization Footprint	HCM - Distribution Trends and Analysis	Modified version of the Global Footprint standard report to provide headcount by location or hierarchy and job family group

Report Name / Configuration	Area	Description
Growth Rate by Job Family Group	HCM - Distribution Trends and Analysis	Standard report to provide headcount growth by job family group by month configured for custom dashboard
Headcount and Average YOS by Age Range	HCM - Distribution Trends and Analysis	Standard report to provide headcount and average years of service by age band and configured for custom dashboard
Headcount by Management Level	HCM - Distribution Trends and Analysis	Standard report to provide headcount by management level and configured for custom dashboard
Headcount Growth Analysis	HCM - Distribution Trends and Analysis	Modified version of the Headcount Growth Analysis standard report to provide headcount by month
Workforce Tenure – Monthly Trend	HCM - Distribution Trends and Analysis	Modified version of the Workforce Tenure – Yearly Trend standard report to provide headcount by tenure groups and month
Employee Population Trend by Gender	HCM - Diversity	Modified version of the Employee Population Trend by Gender standard report to provide headcount by gender and month
Ethnicity / Management Level Analysis	HCM - Diversity	Standard report to provide headcount by management level and ethnicity and configured for custom dashboard
Male / Female Distribution	HCM - Diversity	Standard report to provide headcount by gender and configured for custom dashboard
Male / Female Workforce Job Family	HCM - Diversity	Modified version of the Male / Female Workforce Majority by Country standard report to provide headcount by gender and job family
Manager Composition by Ethnicity and Years of Experience	HCM - Diversity	Standard report to provide manager headcount, distribution, compa-ratio, and years in position by tenure ethnicity and configured for custom dashboard
People Manager Proportions	HCM - Diversity	Standard report to provide manager headcount by gender and configured for custom dashboard
Hires by Age Group	HCM - Headcount Movement	Standard report to provide hires count by age group and configured for custom dashboard
Promotion Rate	HCM - Headcount Movement	Standard report to provide promotion rate by quarter and configured for custom dashboard
Voluntary Terminations by Management Level	HCM - Headcount Movement	Standard report to provide voluntary termination counts by management level and configured for custom dashboard
Quarterly Turnover Rates	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by quarter and configured for custom dashboard
Quarterly Turnover Rates by Organization	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by supervisory organization and configured for custom dashboard

Report Name / Configuration	Area	Description
Employee Movement	HCM - Headcount Movement	Standard report to provide hires, transfers, and terminations and configured for custom dashboard
Worker Proportion Trends	HCM - Structured Dynamics	Modified version of the Worker Proportion Trends standard report to provide headcount of managers and employees by month
Manager Headcount by Management Level	HCM - Structured Dynamics	Modified version of the Manager Headcount by Management Level standard report to provide headcount by management level and month
Span of Control by Job Family Group	HCM - Structured Dynamics	Standard report to provide management ratios by job family and configured for custom dashboard
Span of Control by Range of Direct Reports	HCM - Structured Dynamics	Standard report to provide manager span of control and configured for custom dashboard
Span of Control by Month	HCM - Structured Dynamics	Modified version of the Span of Control by Year standard report to provide manager span of control by month
Span of Control – Manager Outliers	HCM - Structured Dynamics	Standard report to provide direct report counts and configured for custom dashboard
Workforce Analysis Dashboard	Custom Dashboard	Configuration of a single custom dashboard to accommodate the reports listed above
Age Band Definitions	Configuration	Configuration of age bands to provide grouping for worker reports Under and Including Age: twenty (20) Age Incremented by: ten (10) Over and Including Age: sixty (60)
Trended Worker	Configuration	Configuration of Trended Worker settings and data generation

Financial Reporting

Report Name	Area	Description
Data Audit - Funds	Financial Accounting	Listing of the funds in the tenant and the hierarchy structure for those funds.
Data Audit - Cost Centers	Financial Accounting	Listing of the cost centers in the tenant as well as the cost center manager assignments, hierarchy structure and related worktags established for those cost centers.
Data Audit - Programs	Financial Accounting	Listing of the programs in the tenant and the hierarchy structure for those programs.
Data Audit - Locations	Financial Accounting	Listing of all locations showing usage, type, hierarchy structure and address information.

Report Name	Area	Description
Data Audit - Grants	Financial Accounting	Listing of all grants in the tenant as well as the grant manager assignments, hierarchy structure and related worktags established for those grants.
Data Audit - Revenue Categories	Financial Accounting	Listing of all the revenue categories in the tenant as well the hierarchy structure.
Data Audit - Spend Categories	Financial Accounting	Listing of all the spend categories in the tenant as well as their usages and hierarchy structure.
Find Projects	Projects	A custom copy of the Find Projects report that has additional data about the projects.
Find Journal Lines with Worktag Details	Financial Accounting	A copy of the delivered Find Journal Lines report with the worktags broken out into their own columns for easier viewing and reporting.
View Plan Lines	Budget	Report showing all budget lines entered with details about the plan, entry type, status and all worktag detail.
Balance Sheet by Fund	Financial Accounting	Custom balance sheet report displaying ledger account balances by fund.
Income Statement by Fund	Financial Accounting	Custom income statement displaying revenue and spend amounts by fund for the report period, current YTD, and prior YTD.
Financial Budget vs Actuals by Fund	Budget/Financial Accounting	This report is designed to show the overall financial budgets by fund and is intended to be used by the central Budget staff for an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Cost Center	Budget/Financial Accounting	This report is designed to show the overall budget of a fund by cost centers and is intended to be used primarily by the central Budget staff to look at the top cost center hierarchy and get an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals for Cost Center	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one cost center or a cost center hierarchy. If the user is looking for the details for just one cost center, he/she can choose to repeat the columns by either Fund or Program and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a cost center hierarchy, he/she can choose to repeat by Cost Center and can then use the other parameters to limit the view to particular

Report Name	Area	Description
		funds, programs or other worktags as appropriate.
Budget vs Actuals for Program	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one program or a program hierarchy. If the user is looking at the details for one program, he/she can choose to repeat the columns by either Fund or Cost Center and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a program hierarchy, he/she can choose to repeat by Program and can then use the other parameters to limit the view to particular funds or cost centers as appropriate.
Budget vs Actuals by Project	Projects/Budget/Financial Accounting	This report is designed to show a life to date overview of the budget and actuals for all projects within a hierarchy and is used primarily by users who are managing multiple projects within a project hierarchy or by the central Budget/Finance team to get an overview of all projects. From here, users can determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals for Project	Projects/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one project at a time.
Budget vs Actuals by Award	Grants/Budget/Financial Accounting	This report is designed to show a life to date overview of award budgets and is used primarily by the central Budget and Finance staff to look at the top grant hierarchy and get an overall picture of the award budgets. From here, users can determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Grant	Grants/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one grant.
Find Assets	Assets	Custom copy of the delivered Find Assets report that adds in relevant fields and reorders columns to be more practical.

Report Name	Area	Description
Time Off Liability with Worktags	Financial Accounting	Custom version of the Time Off Liability report that includes worktag detail for cost center, fund, etc.
Payroll Accounting Details	Financial Accounting	A report that returns payroll GL entries by worker with worktag details.
Project Remaining Budget for Rollover	Budget	Report for budget team to use when evaluating project budgets at the end of a fiscal year and determining the amount of budget to be rolled to the next fiscal year.
Trial Balance with Worktags	Financial Accounting	Custom trial balance report used for exporting trial balance data to auditors or other programs.
Cash Balance by Fund	Financial Accounting	A report detailing Client's reportable cash balance by fund.
Payroll Deductions	Financial Accounting	A report detailing the payroll liability amounts withheld from each payroll.
Depreciation Expense by Function	Assets/Financial Accounting	Depreciation expense detailed by function for annual reporting purposes.
Statement of Net Position	Financial Accounting	Government-wide statement for annual financial report.
Statement of Activities	Financial Accounting	Government-wide statement for annual financial report.
Schedule of Expenditures of Federal Awards	Grants/Financial Accounting	Designed to report award expenditures for annual financials.
Up to three (3) formatted fund financial statements for annual report	Financial Accounting	Fund financial statements for annual financial report.

Reports - Prism

The following custom reports are in Scope. Custom reporting support is inclusive of design discussions, requirements gathering and knowledge transfer.

- Up to five (5) custom reports of medium complexity
- Up to five (5) custom reports of low complexity
- Up to two (2) Discovery Boards

Appendix C – Sample Change Order Form

Project Change Order

This Change Order form is used for requesting, documenting, and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	XYZ Client
SOW/Project Name:	Project ID # / Project Name as it exists in Workday
Change Order #:	C01 (adjust as appropriate)
Project Manager (Client):	Project Manager Name, XYZ Client
Project Sponsor (Client):	Project Sponsor Name, Title
Engagement Manager (CSLLC):	Engagement Manager Name, Collaborative Solutions, LLC ("CSLLC")
Acceptance Due Date:	The date by which the Client will need this approved to avoid negative timeline impact.
Change Type:	Type of change. For example: *integration change, request for additional functionality, change in SOW estimate based on design sessions, etc. (usually more applicable to Phase One (1) or Phase Two (2) projects.)* Select one (1): Term Extension (zero (0) budget add) Term Extension (additional hours added) Change in Scope (additional hours added) Change in Scope (no addition hours added) Other (detail in request description)
Impact Assessed by:	List those assessing the impact. Normally the CSLLC EM, Functional or Integrations Consultant, and possibly someone on the Client side.
Priority:	High, Medium, or Low based on need for the change.
Billing:	Select one (1): Bill under current project Bill separately under current project Bill separately under new project
Contract Line Type:	Describe the billing basis. For example: *Time & Materials, Fixed Fee Installment/Milestone, Prepaid, Subscription.* For "Bill under current

	project," the billing basis of this Change Order MUST match the applicable SOW's billing basis.
Is new PO# required?	Select one (1): New PO# (insert PO#) PO# to be created after receiving countersigned documents No new PO# needed

Request Description

<<Describe the change and why it is needed. It is important to describe why this wasn't estimated correctly in the SOW or where the change occurred. For example:

Adding a new integration for Aetna, COBRA, Qualifying Event. Original integration listed on the SOW addressed only Aetna PPO/HMO, did not specify COBRA. Additional forty (40) hours added to cover COBRA QE.>>

If this CO is for an extension, please include the number of hours and budget remaining on current project.

Business Purpose / Reason for Change

<<Describe the purpose/reason for change and be sure to explain the impact to NOT doing the change. For example:

Client offers COBRA coverage for any employees eligible for a COBRA Qualifying Event; this was not included in the original SOW estimate. If Client does not approve this change Client will not be able to provide COBRA coverage.>>

Impact Assessment

Project Activities Affected:	Describe the additional work that needs to be done. For example: *Create one (1) additional integration or three (3) new performance templates need to be configured, etc.*
Deliverables Affected:	Describe deliverables affected. For example: *One (1) additional interface file to be delivered to Aetna will be produced.*
Project Schedule Impact:	Describe schedule impact, if any. For example: *Architect & Configure stage will be extended by one (1) week to complete all integrations.* Include the original end date and new end date, if extending the term of the SOW.
Pricing Matrix	The following is the Pricing Matrix:

Role	Rate	Hours	Cost
Executive			
Strategy Manager			
Senior Functional Architect (Consulting Director)			
Engagement Director (Portfolio Director)			
Engagement Manager			
Functional Architect			
Senior Principal Consultant			

	Principal Consultant			
	Consultant			
	Analyst			
	Total		***<<total>>***	

Payment Terms – *If the Client is adding hours*

- Time & Materials SOW: This Change Order will be billed monthly on a Time and Materials (“T&M”) Basis based on actual usage at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- Prepay SOW: This Change Order will be invoiced upon execution by both Parties at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- SDE SOW: This Change Order will be invoiced upon execution by both Parties with a fixed fee amount of $_____

Assumptions

- Describe any new Assumptions different from the SOW. For Example:
- *Client will provide the requirements for the new integration.*
- If not different from the SOW, add “All Assumptions from the SOW dated XX December XXXX apply to this Change Order”, otherwise, if there are new Assumptions different from the SOW, list them here.

Authorization

Client Authorization Signature	Collaborative Solutions, LLC Authorization Signature
Name	Name
Job Title	Job Title
Date	Date

Appendix D – Detailed Functionality

As the project progresses, there will be a review of the overall Scope after Architect sessions. If the intended Scope is outside of this SOW, a Change Order will be required which may affect overall cost (level of effort) and timeline.

Workday Foundational elements such as dashboards, reporting, analytics, Business Process Framework, and employee self-service are built into every Workday module.

During Client deployment, the following elements will be in Scope:

- **Modifiable Business Processes:** Assumption of one (1) standard business process (no rule based) for those identified below with no more than twenty (20) steps. Up to one (1) parallel stage per process where applicable. Unused steps within a process will not apply to alternate business processes. Includes up to two (2) consolidated templates for applicable processes. Includes up to two (2) Staffing Field Default condition rules total. Client will leverage Workday system capabilities and change business practices where possible to keep system maintenance for complex exception-based scenarios to a minimum. CSLLC will adjust/update and configure a specific number of business processes by Function outlined in the Scope Table below. All other business processes will be delivered with CSLLC Delivered Configuration and will be the responsibility of the Client to update during end-to-end testing if needed.
- **Guided Tours**: Guided Tours are assumed Out-of-Scope unless OC&T is in Scope and Guided Tours are explicitly identified in the Scope.
- **Tenant Branding**: Workday delivered tenant branding is in Scope. Any changes to images uploaded will be completed by the Client through Knowledge Transfer.
- **Dashboards**: Workday delivered dashboards for the functional Scope below will be configured with Workday delivered reports unless custom reports are included in Scope in Appendix B.
- **Translations**: Translations conversion is not in Scope.
- **Scheduled Reports & Alerts**: Scheduled Reports, Task Alerts, and Business Process Alerts are not in Scope. General report-based alerts are defined within the Scope in Appendix B.
- **Setup Values:** Values, including organizations, are assumed to be current values only (no historical loads) unless needed to support the data conversion Scope described in Appendix E.
- **Documents:** Documents are assumed to be attachment only. Generated Documents and/or Documents enabled for Adobe e-sign or DocuSign are assumed out-of-Scope unless defined within Scope below. Templates do not include logos or any specialized formatting unless identified as a Business Intelligence Reporting Tools (BIRT) layout in the Reporting Scope.
- **Request Framework:** Request Framework is assumed out-of-Scope unless identified below.

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
HCM: Core	Organization hierarchy structure per organization type (supervisory, company, cost center, custom, and location hierarchy) (not including Organization Studio)	Y	Two (2)
	Physical location(s) where workers perform job functions (not including Workspaces)	Y	
	Matrix Organization Tracking	N	
	Job Catalog with position-related attributes such as management hierarchy (not including skills and experience)	Y	
	Staffing Model used to manage headcount	Y	One (1)
	Worker Profile for detailed worker information tracking (not including Purging)	Y	
	Worker Document(s)	Y	Up to fifteen (15) (up to five (5) document security segments with associated segment-based security groups)
	Regulatory Reporting: Workday delivered Compliance Reports	Y	
	Employee Contract(s)	N	
	Probation Period Tracking	Y	Up to four (4) probation period defaulting rule(s)
	Notice Period Tracking	N	
	Contingent Worker Tracking	Y	
	Retiree Functionality	Y	
	Union(s)	N	
	Collective Bargaining agreement(s)	N	
	Additional (Multiple) Jobs	Y	
	Position Budgeting	N	
	Onboarding	Y	
	• Onboarding Setup Template(s)		Up to three (3)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	• Additional Worker Documents		Up to twenty (20)
	• Bulletin Worklets		Up to three (3)
	Form I-9 Tracking	Y	
	Basic HCM Asset Tracking	N	
	Reference Letter Template(s)	N	
	Safety Incident Tracking	N	
	Committees Tracking (not including meeting agendas, voting and external committee membership tracking)	N	
	Workday Assistant	N	
	Workday Today	Y	
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Custom Questionnaire(s)	N	
	Modifiable Business Processes	Y	1. Hire Employees 2. Contract Contingent Worker 3. Onboarding 4. Onboarding Setup 5. Change Job 6. End Contingent Worker Contract 7. Create Position 8. Terminate Employee 9. Request Compensation Change 10. Up to three (3) additional configurable business processes
Compensation: Core	Compensation packages	Y	Up to one (1)
	Compensation grades tied to job profiles	Y	Up to twenty-five (25) Compensation Grades and Grade Profiles Combined
	Compensation grade steps	Y	Up to ten (10) (up to five (5) progression rule(s) total

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Compensation Plans (not including Calculated Plans, Reimbursable Allowance Plan functionality, Deferred Compensation or Compensation: Processing functionality unless otherwise called out in Scope)	Y	Up to one (1) Hourly Plan Up to five (5) One-Time Payment Plans Up to one (1) Salary Plan Up to five (5) Allowance Plan
	Severance Packages	N	
	Custom Total Rewards Template(s)	N	
	Wage Theft Prevention Template(s) [New York, California, Washington DC, Minnesota Only]	N	
	Compensation Survey Management Survey(s)	N	
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
Benefits	Benefit plans	Y	Up to forty-eight (48) (up to one (1) benefit rate type each)
	Benefit credit(s) and/or surcharge(s)	N	
	Benefit group(s)	Y	Up to four (4)
	Benefit Job(s)	Y	
	Dependents and beneficiaries tracking	Y	
	Benefit Enrollment Event(s) (including Passive Events)	Y	Up to sixteen (16) Benefit Events (Plus Conversion Events)
	Open Enrollment enablement for 2024 cycle, referencing existing or in Scope plans	Y	
	Enrollment Event Rule(s)	Y	Up to one (1)
	Evidence of Insurability (EOI) management (not including automation from third-party vendor)	Y	
	Workday delivered COBRA Eligibility Processing to third-party administrator	Y	
	Affordable Care Act (ACA) Measurement Period Tracking	Y	
	1094/1095-C Reporting	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Medicare Tracking	Y	
	Dependent verification functionality through use of custom IDs	N	
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	1. Change Benefits for Life Events Review Process 2. Dependent Event 3. Change Benefits 4. Passive Even 5. Up to one (1) additional configurable business processes
Talent & Performance Management	Worker Profile and Skills *(not including qualification equivalence rules)*	Y	
	Workday Skills Cloud	Y	
	Talent Marketplace	N	
	Competencies: • Proficiency scales • Rating scale(s) for competencies	Y Y Y	Up to number (10) One (1) One (1)
	Career Development Tracking	Y	
	Mentoring Relationships Tracking	N	
	Check-Ins	N	
	Talent review template(s)	Y	Up to two (2)
	Nine-Box (9-Box) Talent Calibration Program(s)	N	
	Succession Planning for Positions & Pools	Y	
	Potential, readiness, retention, and loss impact tracking	Y	
	Custom talent card layout(s)	N	
	Feedback Enablement Template(s)	N	
	Organization and personal goals management	Y	Up to one (1) rating scale & one (1) completion scale
	Performance Review Template(s)	Y	Up to three (3) (up to one (1) rating scale)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Performance Review Calibration (Ratings Normalization) Program(s)	N	
	Development Plan Template(s)	N	
	Performance Improvement Plan Template(s)	Y	Up to one (1)
	Disciplinary Action Template(s)	Y	Up to one (1)
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	1. Manage Education 2. Start Performance Review 3. Complete Manager Evaluation for Performance Review 4. Give Feedback 5. Manage Goals 6. Mange Job History 7. Complete Self Evaluation for Performance Review 8. Import Professional Profile 9. Set Review Content for Performance Review 10. Mange Competencies 11. Manage Succession Plan 12. Start Disciplinary Action 13. Complete Manager Evaluation for Disciplinary Action 14. Start Performance Improvement Plan 15. Complete Manager Plan for Performance Improvement Plan 16. Up to two (2) additional configurable business processes
Recruiting	Job Requisitions	Y	
	Evergreen (Pipeline) Job Requisitions	Y	
	Confidential Job Requisitions	N	
	Internal career site(s)	Y	Up to one (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	External career site(s)	Y	Up to one (1)
	Job posting template(s)	Y	Up to three (3)
	Referral program(s) (leveraging in Scope one-time payment plan(s))	Y	Up to one (1)
	Application Questionnaires	Y	Up to two (2) Internal and up to two (2) External Questionnaires with up to twenty-five (25) Questions total
	Background check package(s)	Y	Up to five (5)
	Non-Integrated Assessment Test(s)	N	
	Candidate self-scheduling enablement *(not including calendar set-up)*	N	
	Outlook Office 365 or Google Calendar Scheduling Integration	N	
	Masked Candidate Screening	N	
	Offer letter template(s)	Y	Up to two (2) (up to four (4) conditional text blocks per letter)
	Employment agreement Template(s)	N	
	Recruiting Agencies	N	
	Additional Custom Notifications	Y	Up to five (5)
	Additional (Non-Application) Questionnaires	Y	Up to two (2)
	Candidate Document templates	Y	Up to two (2)
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	1. Job Application (up to one (1) Dynamic Workflow) – maximum of one (1) label override per stage 2. Job Requisition 3. Offer 4. Up to one (1) additional configurable business processes
Learning Management	Extended Enterprise Enablement	N	
	Standalone Lesson Enablement	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Course Enablement	Y	Up to four (4) total equivalency rules, up to two (2) total expiration rules, up to two (2) content highlight rules
	Course/Program Costing/Pricing	N	
	Media Interaction(s)	Y	Up to two (2)
	Course Offering Enablement	Y	
	Programs Enablement	Y	
	Campaigns Enablement	Y	Up to two (2) audiences with up to four (4) condition rules each
	Workday Content Cloud Configuration	N	
	Learning Security Segment(s) with associated segment-based security group(s)	Y	Up to five (5)
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	1. Enroll In Content 2. Drop Learning Enrollment 3. Manage Course 4. Up to one (1) additional configurable business processes
Absence Management	Absence Countries		Up to one (1)
	Accruals	Y	Up to twelve (12)
	Time Off's	Y	Up to thirty-six (36)
	Purchase or Sale of Time off (PTO, Annual Leave, Vacation?)	Y	
	Holiday Calendars	Y	Up to two (2)
	Leave Types with an entitlement	Y	Up to four (4)
	Leave of Absence Validations	Y	Up to four (4)
	Leave Types without an entitlement	Y	Up to eight (8)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Self-Administration of leave of absence	Y	
	Leave segment security groups	Y	Up to three (3)
	Modifiable business processes	Y	Request Time Off Correct Time Off Request Leave of Absence Request Return from Leave of Absence a. Up to four (4) total process steps b. Up to four (4) notifications Absence Calendar No steps or notifications
Time Tracking	Time Tracking Countries	Y	Up to one (1)
	Time entry codes	Y	Up to twenty (20)
	Time calculations	Y	Up to sixteen (16)
	Time entry validations	Y	Up to ten (10)
	Time tracking templates	Y	Up to four (4)
	Configurable alerts, including reports required to build necessary alerts	Y	Up to three (3)
	Time Tracking aligned Period schedules	Y	One (1)
	Work schedule calendars with eligibility rules	Y	Up to five (5)
	Work schedule calendars without eligibility rules	N	
	Custom Security Groups	Y	Up to two (2) Intersection security groups to support employee and manager self-service
	Modifiable business processes	Y	Enter Time a. Up to four (4) total process steps b. Up to four (4) notifications Reported Time Batch Event a. Up to one (1) total process step Up to two (2) notifications

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Scheduling	Time zones	Y	Up to two (2)
	Multiple positions	Y	Availability will be entered by workers after Go Live as part of an Employee Self Service familiarization exercise. Worker Preferences and Overrides will be loaded for employees with multiple jobs/positions
	Organizations – re-organization of the Supervisory Organization structure and/or Custom Organization structure	N	
	Eligibility schedule tag types	Y	One (1)
	Labor Optimization	Y	
	Modifiable Business Processes	Y	• Change Worker Schedule Tags • Change Worker Scheduling Settings • Change Worker Schedule Preferences • Change Worker Availability • Open Shift • Take Back Shift • Cover Shift • Swap Shift • Accept Shift Swap • Publish Schedule • Change Published Schedule
Payroll	Pay Groups	Y	Two (2)
	Earning Codes	Y	Up to one hundred (100) Pay Components
	Deduction codes	Y	Up to one hundred (100) Pay Components
	Federal Identification Numbers (FEIN)	Y	One (1)
	States/Provinces	Y	One (1)
	Local tax authorities	Y	Will configure all necessary locals to comply with state requirements
	Pay frequencies	Y	One (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Payroll period schedules	Y	One (1)
	Configure payroll calculation rules	Y	
	Configure Workday on-cycle and on-demand paycheck template	Y	Up to One (1) each
	Configure payment elections	Y	Up to one (1) Payment Election Rule
	Garnishments	N	Withholding Orders Excluded (active orders to be manually entered by Client)
	Bank depository and source bank accounts	Y	Up to two (2)
	Configure pay slips	Y	Up to One (1)
	Establish payroll accounting to generate and review payroll accounting data	Y	One (1)
	Establish comparison rules and audit components	Y	
	Settlement rules	Y	
	Third-Party Payroll provider provides tax, garnishment, check, and deposit advices	N	Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.
	Configure retroactive payroll processing	Y	
	Configure Fair Labor Standards Act (FLSA) calculations – using delivered Workday functionality	Y	
	Modifiable Business Processes	Y	Up to Five (5) configurable business processes
	Custom Payroll Calculations (Value Compare, Instance Set, Conditional, etc.) as needed to support CSLLC best practice configuration	Y	Up to ten (15)
	Payroll Standard Dashboards: • Year End • Payroll Compliance • Command Center	Y	
	Worker Costing Allocations	Y	Single Dimension

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Core Financial Management, Accounting and Finance	One (1) Currency (USD)	Y	
	• Companies (legal entities) • Cost centers • Custom organizations	Y Y Y	Up to five (5) companies organized in up to three (3) company hierarchies Cost centers organized in up to two (2) independent hierarchy structures with up to four (4) hierarchy levels each Up to one (1) custom organization, if needed, with a hierarchy structure
	Locations	Y	Up to two hundred (200) Business Asset and Ship-To Locations and up to three hundred (300) Inventory Locations organized in a hierarchy structure with up to four (4) levels of hierarchy
	Custom Security Groups	Y	Up to two (2)
Financial Accounting	FDM design and utilizing Workday worktags for analytics	Y	
	Account sets (parent-child relationship)	Y	One (1) parent-child account set configuration
	Ledger account summaries	Y	One (1) ledger account summary structure with up to five (5) levels
	Configure standard/delivered account posting rules • Including spend and revenue categories and account posting rules for operational transactions	Y	Up to One (1) Posting Rule Set
	Categories	Y	Revenue Categories with one (1) hierarchy structure containing up to four (4) levels Spend Categories with one (1) hierarchy structure containing up to four (4) levels
	Custom worktags	Y	Up to one (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Custom reports to support financial reporting for Generally Accepted Accounting Principles (GAAP) and regulatory reporting requirements, Workday financial statements for external reporting, and internal management reports	Y	See table in Appendix B for a list of reports
	Allocations	Y	Up to ten (10)
	Fiscal schedule (Fiscal Year)	Y	
	Fiscal summary schedule(s)	Y	
	Custom validation(s)	Y	Up to one hundred (100) custom validations
Banking and Settlement	Financial Institutions	Y	Four (4) Financial Institutions
	Configure check printing modifications and electronic bank integrations (type of electronic payments, wire payments and positive pay, unique by company)	Y	Check printing configured for one (1) Financial Institution
	Cash Position	N	
	Bank reconciliation automation and integrations	Y	All operational bank accounts at two (2) financial institutions
	Supplier settlement via check or electronic payments	Y	Electronic payment automation and integrations configured for one (1) Financial Institution
Budgets	Structures (Financial, Award, Project)	Y	Parent-child structure set up for the financial plan
	Position Budget Structure	N	
	Ledgers for encumbrances	Y	
	Budget checking for operational, Grants, and project budgets	Y	
	Payroll Commitment Accounting	N	
Supplier Accounts	Suppliers including payment terms, attributes for payments and 1099 reporting	Y	
	Active header level purchasing contracts	Y	
	Supplier categories and groups	Y	
	Check or electronic payments for supplier settlement(s)	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Tax books, excluding actuals	N	
	Custom Security Groups	N	
Business Assets	Depreciation Profiles	Y	
	Asset Books	Y	
Procurement	Punchouts	N	
	Purchase order layout	Y	Workday Delivered Purchase Order Layout
	Receiving and matching	Y	
	Supplier Portal functionality	Y	
	Request for Quotation (RFQ) processes	Y	
Expenses	Worker expense preferences	Y	
	Expense policy security groups	Y	Up to five (5) Expense Policy Security Groups
	Expense items	Y	Configuration of up to one hundred (100) Expense Items
	Expense item groups	Y	
	Business purposes	Y	
	Expense Payment Election rules	Y	
	Custom Security Groups	N	
Customer Accounts	Customer attributes for billing and collection through aging reports and collection disputes	Y	
	Invoice layout(s)	Y	Up to one (1) Custom Customer Invoice Layout
	Statement layout(s)	Y	Up to One (1)
	Custom Security Groups	N	
Project and Work Management	Projects of medium complexity including: • Project phases • Project tasks • Project worker roles/talent pools • Project groups • Basic projects	Y Y Y Y Y Y	
	Delivered Workday Capital project functionality	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Delivered Workday billable project functionality	N	
	Project hierarchies	Y	One (1) primary and one (1) optional project hierarchy structure with up to four (4) levels in each.
	Project templates (project, project plan, or a combination thereof)	Y	
	Custom Security Groups	N	
Grants Management	Grants: hierarchies, security, business processes, and Award Cost Processing (ACP)	Y	Up to five hundred (500) Active Grants organized into one (1) hierarchy structure with up to four (4) levels.
	Awards	Y	
	Sponsors	Y	
	Award Proposals	N	
	Custom Security Groups	N	
Prism	Enable Prism in the tenant	Y	
	Ingestion of data files	Y	Up to ten (10)
	Source systems for data consumption	Y	One (1)
	Custom reporting for consuming Prism analytics information (See Appendix B)	Y	
	Ingestion of mapping tables (mapping tables and data mapping not provided by CSLLC)	Y	Up to five (5)
	Establish refresh schedule using standard Prism secure transfer site	Y	One (1) per ingested file
Mobile Solutions	Configure mobile-specific tenant settings	Y	
	Security to allow mobile access	Y	
	Access for iPhone, iPad, and Android	Y	
Employee Self-Service	Employee Self-Service for all Workday functionality specified above	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Manager Self-Service	Manager Self-Service for all Workday functionality specified above	Y	

Adaptive Planning			
Function	**Functionality Scope**	**In Scope (Y/N)**	**Quantity to Configure**
General:	Ability to create annual plan Ability to reforecast monthly One (1) Chart of Accounts structure across organization One (1) Fiscal calendar across organization One (1) Currency for planning	Y	
Planning Models:	**Revenue Planning:** • Driver-based revenue model to support multiple revenue streams • Up to five (5) supporting schedules to build bottom-up revenue plan which will allow for direct data entry at revenue account and funding source • Total calculations not to exceed twenty (20)	Y	
	Cost of Labor: • Up to five (5) Employee Types planned down to the individual employee/position • Salary and hourly assumptions, as well as merit increases • Merit increases to be evaluated against maximum pay scale for the grade • Allocations based on the funds and organization (company and/or department) • Fringe Benefits and Tax Rates • Calculate total cost burden by employee/position • Total calculations not to exceed twenty (20)	Y	

Adaptive Planning			
	Expense Planning: • Up to one (1) expense model to capture non-personnel related expenses • Up to five (5) supporting schedules to build bottom-up expense plan • Total calculations not to exceed twenty (20)	Y	
	Capital Planning: • Capital sheet will allow to plan for long term capital improvement projects by funding source.	Y	
	Fixed Assets: • Capital sheet will allow managers to plan for new assets and straight-line depreciation will be calculated based on in service date and useful life. • Forecasted depreciation expense for existing assets will be imported from Workday.		
	Allocations: • Up to five (5) single step departmental allocations utilizing Workday Adaptive Planning's native allocation engine.	Y	
Reporting:	Maximum of five (5) Adaptive HTML reports	Y	
	End-to-end process knowledge transfer sessions will be conducted during the deploy phase to train the trainer along with Client specific process documentation		
	Provide template for testing scenarios and training material		
Knowledge Transfer / Training	Adaptive Insight's implementation methodology involves knowledge transfer and testing during and after every model	Y	
	End-to-end process knowledge transfer sessions will be conducted		

Adaptive Planning			
	during the deploy phase to train the trainer along with Client specific process documentation		
	Provide template for testing scenarios and training material		
Out-of-Scope:	Balance Sheet and Cash Flow Forecasting	N	
	Third-party vendor integrations	N	

Peakon Employee Voice:

- Standard deployment of Peakon solution to launch Employee Voice survey(s) utilizing structured question libraries, intelligent benchmarking, advanced natural language processing
- Provide guidance to Client for connecting single sign-on platform to Peakon via SAML 2.0
- Integration with Workday (one-way connection from Workday to Peakon)
- CSLLC will provide Insight Review within two (2) to four (4) weeks of the initial survey launch, Client shall provide to Workday an overview of engagement within Client's organization using insights identified within the Service, including strengths, priorities, and topics. Based on Client's overview, Workday shall provide a post-collection in-depth analysis to identify key themes of importance and action and deep dive into insights, strengths, and priorities
- CSLLC will provide guidance on next steps, and best practices for the implementation of changes to address Client insights
- Table of Contents
    - Survey Questions: Provide a delivered library of reliable, valid, and benchmarked questions Client may select from to measure engagement, diversity & inclusion, and health & well-being
    - Security: Provide five (5) default security groups for use within Workday Peakon Employee Voice
    - Data Attributes: Provide default data attributes for tracking employee records, which are automatically mapped to the delivered Workday integration
    - Dashboards: Provide delivered leader and personal dashboards to review survey results
    - Surveys: Configure up to two (2) survey schedules
    - Branding: Include the company name and logo as part of the overall default survey brand
        - Onboarding - Provide training into Peakon's methodology, employee engagement, and how to analyze results with a focus on action planning support for the leaders and business units they support
        - Admin Onboarding - Provide training on technical skills to fully manage the functionality of the platform with a concentration on survey set-up, platform management, and employee record maintenance
- Train the Trainer: Out-of-Scope

Appendix E – Data Conversion

In Scope person population(s) which are active at time of the Go-Live conversion extract will be included in the conversion process. Clients' workers who were terminated in the current year based on the final extract date will be included in the data conversion to Workday to support rehires and reporting.

Finance-related History Conversion Assumptions:

- Suppliers active in the two (2) years prior to Go-Live
- Clients active in the two (2) years prior to Go-Live

Function	Scope
Human Capital Management	
Active Employees	• Up to two thousand three hundred (2,300) Active Full-Service Equivalent (FSE) Employees or Contingent Workers Including Current Associated Personal Data and Current Job Record • Current data records and job details for all active employees using their current data record • Compensation – Current Compensation information only • Job and Compensation History - Unlimited "History from Previous System" • Attachment of Third-Party Documents out-of-Scope • No Transactional History
Terminated Employees	• Terminated workers who received payment in the current year (Using Worker Object) • Terminated workers will be converted to a Workday organization specified for terminated workers rather than the historical organization structure. • Only a terminated worker's data at time of termination (i.e., last data record) • Up to five hundred (500) retirees within one (1) benefit group • No History loaded
Benefits	• Current Benefit Elections • Medical History for Current Year for ACA Reporting • ACA Worker Hours and Wages • Dependents & Beneficiaries • Benefit Annual Rates • Worker Wellness and Tobacco Usage
Absence Management	• Time off Balance Conversion Included • Active Leaves for the previous twelve (12) Months (Balance as of go-live date, not daily balance conversion) • Time Off Event Conversions Excluded
Time Tracking	• Excluded from the Scope for go-live
Scheduling	• Worker Availability will not be loaded prior to Go Live. • Worker Preferences will not be loaded prior to Go Live. • Worker Overrides will not be loaded prior to Go Live.

Function	Scope
	• Labor Demand will not be loaded prior to Go Live. • Sales Forecast and Labor Cost will not be loaded prior to Go Live.
Recruiting	• Up to one hundred (100) Open Job Requisitions and Corresponding Open Positions • Prospect Conversion Excluded • Open Positions Not Associated with Job Requisitions Excluded • Active Candidate Data Conversion Excluded
Performance & Development	• No Transactional History • No Prior Performance Reviews • One (1) year of Overall Rating History for Performance Review if Advanced Compensation is in Scope. Note that this includes simplified templates with only the rating value (not entire performance review) • No Goal History
Succession Planning	• Excluded from Scope
Payroll	• Year-To-Date (YTD) wages and payroll tax data, including taxable wages and subject wages for federal, state, and local taxes reconciled to tax returns to be loaded by quarter, up to three (3) total history conversion loads (Quarter 1, Quarter 2, and Quarter 3) • Withholding Orders Excluded (active orders to be manually entered by Client) • Current tax elections • Worker Payment Elections • Ongoing payroll input (to be loaded by Client via EIB)
Learning	• Up to forty (40) Instructor Assignments • Up to twenty (20) standalone lessons • Courses: Up to forty (40) active Digital and/or Blended courses with up to five (5) lessons each • Course Offerings: Up to twenty (20) with up to five (5) components each (referencing existing or in Scope blended courses) • Programs: Up to five (5) programs with up to five (5) components each (referencing existing or in Scope lessons or courses) • Campaigns: Up to ten (10) campaigns with up to five (5) components each (referencing existing or in Scope lessons, courses, or programs) and up to two (2) reminders each • Historical Records: Excluded • Historical Courses: Excluded • External Instructors & Learners: Excluded
Financial Management	
Financial Accounting	• Single Summarized Journal for Each Company Per Period with a Maximum of One (1) Year Plus Current YTD - Prior Year Ending Balance • Company Base Currency Only • Transactional/Detailed Journals are out-of-Scope and will not be included
Banking & Settlements	• Beginning Balance

Function	Scope
	• Unreconciled Open items
Budgets	• Current Year Budget Data
Customer Accounts	• Customers with Activity Within two (2) years Prior to Go-Live • Open Account Receivables Items
Customer Contracts	• The Remaining Balance of four hundred (400) Active Customer Contracts and Open Fixed Fee Customer Contract Line Types
Supplier Accounts	• Up to four thousand (4,000) suppliers active in the past two (2) years • Supplier invoice history in current calendar year for 1099 reporting • Open supplier invoices are out-of-Scope
Procurement	• Open Approved Purchase Orders at time of go-live • Open Supplier contracts at time of go-live • Receipts for Open Approved Purchases Orders at time of go-live • Open Requisition conversion is out-of-Scope • Open Request for Quotes (RFQs) are out-of-Scope
Business Assets	• Up to two thousand (2,000) Active Capitalized Assets, Reconciled to Balance Sheet [Non-Work in Progress (WIP) related assets only] • Up to two thousand (2,000) Tracked Expensed Assets (No Cost)
Expenses	• Worker Payment Elections for Expense Payments
Projects	• Up to five hundred (500) projects active at the time of or one year prior to go-live with attributes.
Adaptive Planning (Workday Data Management)	• Import GL trial balance from Workday (up to one (1) year historical) • Import metadata from Workday (up to ten (10) dimensions) • Import personnel roster from Workday for existing and open positions • Configure User-Sync with Workday

ORDER FORM 00358915.0

Customer Name	County of Richland
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures on the Signature Document
Order Term	October 7, 2022 through October 6, 2037
Currency	USD
Total Subscription Fee	12,134,592
Tenant Base Name	richlandonline

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	1,400,000
2	Due on first anniversary of the Order Term start date	518,670
3	Due on second anniversary of the Order Term start date	586,017
4	Due on third anniversary of the Order Term start date	709,862
5	Due on fourth anniversary of the Order Term start date	725,607
6	Due on fifth anniversary of the Order Term start date	741,664
7	Due on sixth anniversary of the Order Term start date	758,046
8	Due on seventh anniversary of the Order Term start date	774,753
9	Due on eighth anniversary of the Order Term start date	791,791
10	Due on ninth anniversary of the Order Term start date	809,174
11	Due on tenth anniversary of the Order Term start date	826,905
12	Due on eleventh anniversary of the Order Term start date	844,985
13	Due on twelfth anniversary of the Order Term start date	863,433
14	Due on thirteenth anniversary of the Order Term start date	882,248
15	Due on fourteenth anniversary of the Order Term start date	901,437
	Total Payment Amount	**12,134,592**

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

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	October 7, 2022 through October 6, 2023	317,921
2	October 7, 2023 through October 6, 2024	595,960
3	October 7, 2024 through October 6, 2025	663,308
4	October 7, 2025 through October 6, 2026	787,154
5	October 7, 2026 through October 6, 2027	802,898
6	October 7, 2027 through October 6, 2028	818,956
7	October 7, 2028 through October 6, 2029	835,337
8	October 7, 2029 through October 6, 2030	852,045
9	October 7, 2030 through October 6, 2031	869,082
10	October 7, 2031 through October 6, 2032	886,466
11	October 7, 2032 through October 6, 2033	904,196
12	October 7, 2033 through October 6, 2034	922,277
13	October 7, 2034 through October 6, 2035	940,724
14	October 7, 2035 through October 6, 2036	959,540
15	October 7, 2036 through October 6, 2037	978,728
	Total Subscription Fee	**12,134,592**

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the

Additional Definitions Section below). During the initial Term, any increases due to CPI (also defined below) are waived.

Subscription Rights Table

SKU	Service	Pricing Metric	Subscription Rights
CHCM	Core Human Capital Management	FSE*	Full Enterprise
TLO	Talent Optimization	FSE*	Full Enterprise
EMPVCE	Peakon Employee Voice	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP**	Payroll for United States	FSE*	United States-based Employees only
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise
REC	Recruiting	FSE*	Full Enterprise
FIN	Core Financials	FSE*	Full Enterprise
GM	Grants Management	FSE*	Full Enterprise
PLNF	Financial Planning	FSE*	Full Enterprise
PRA	Prism Analytics	FSE*	Full Enterprise
PPLA	People Analytics	FSE*	Full Enterprise
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

*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.
**Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	1,849
United States-based employees	1,849

Named Support Contacts Table

Number of Named Support Contacts*	6

**Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.*

Customer Contact Information

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name	Stacey Hamm, Director of Finance	Brian Fitzgerald, IT Business Systems Division Chief	Jennifer Wladischkin, Director of Procurement
Street Address City/Town, State/Region/County, Zip/Post Code, Country	2020 Hampton Street, PO Box 192, Suite 4036 Columbia South Carolina 29202 United States	2020 Hampton Street, PO Box 192, Suite 3030 Columbia South Carolina 29202 United States	2020 Hampton Street, PO Box 192, Suite 3030 Columbia South Carolina 29202 United States
Phone/Fax #	803-576-2103	803-576-2017	803-576-2126
Email (required)	Hamm.Stacey@richlandcountysc.gov	Fitzgerald.Brian@richlandcountysc.gov	wladj@richlandcountysc.gov

Customer Information	Initial Named Developer Site Admin
Contact Name	Tim Nielsen
Phone/Fax #	803-576-2231
Email (required)	Nielsen.Tim@richlandcountysc.gov

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("Downloadable Components"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the effective date of this Order Form, there is no value attributed to any of the Downloadable Components.

This Order Form is subject to and governed by the MSA. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. The parties further agree to the terms in the attached Addendums and Exhibits. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON OCTOBER 7, 2022 ("Deadline"). Notwithstanding the foregoing, Workday reserves the right to accept an Order Form signed after the Deadline in Workday's sole discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.

ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

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

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	1,760	100.0%	1,760
Part-Time Employees	287	25.0%	72
Associates	130	12.5%	17
Former Workers with Access	0	2.5%	0
Total FSE Count:	**2,177**		**1,849**

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

"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.

"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.

"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.

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

3. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days ("**Annual Reporting Period**") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("**Count Date**") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "**Reporting Cycle**"). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

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

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	482.87
USP	46.49

B. Growth Event Reporting Obligation.
In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more ("Growth Event") as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

4. Renewal.
Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing:

Renewal Table

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

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

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

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

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

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

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

Service	Description
Core Human Capital Management	Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Talent Optimization	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Peakon Employee Voice	Workday Peakon Employee Voice provides organizations with the data required to surface granular insights around employee engagement, sentiment and inclusion, capturing real-time feedback across the organization. Workday Peakon Employee Voice delivers timely and relevant questions to your workforce and delivers data insights across the entire employee lifecycle, coupled with contextual guidance, targeted learning and development opportunities, action plans and reports, and prescriptive action tracking features. Workday Peakon Employee Voice provides standard question sets aligned to topics such as employee engagement, diversity & inclusion, health & wellbeing, manager and employee sentiment, as well as the ability to create custom questions. Global and industry benchmarks, aggregated from the results of standard questions sets, provide companies the ability to compare to similar organizations.
Cloud Connect for Benefits	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Payroll for United States	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate

	integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.
Learning	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.
Cloud Connect for Learning	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. It also requires customers to maintain an active subscription to Innovation Services and opt in to the corresponding Innovation Service.
Recruiting	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Core Financials	Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments and customer payments via credit card.
Grants Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Financial Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning

	process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Prism Analytics	Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.
People Analytics	People Analytics is a pre-configured analytic application that uses augmented analytics to provide insights into a variety of workforce trends based on data in Workday. People Analytics has a standard data model and works on a defined set of Workday data sources. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Projects	Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, capital projects, initiatives, and work efforts.
Time Tracking	Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.
Scheduling	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. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service(s) if and when available.
Expenses	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses also includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and support for 'punchout' to suppliers.
Procurement	Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Inventory	Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

WORKDAY PEAKON EMPLOYEE VOICE TERMS AND CONDITIONS ADDENDUM

These Workday Peakon Employee Voice Terms and Conditions ("**Peakon Terms**") supplement and amend the MSA only for the Peakon Employee Voice SKU(s) listed on an Order Form ("**Peakon**") and do not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Peakon Terms have the same meaning as set forth in the MSA.

1) **Documentation.** Workday makes the Documentation for Peakon available in the user documentation that relates to the online platform accessible via peakon.com, currently located at https://support.peakon.com/hc/en-us.

2) **Peakon Instances.** Peakon uses Peakon Instances rather than Customer's Tenant. A "**Peakon Instance**" is a unique instance of the Service with a separate set of Peakon Data held in a logically separated database (i.e. a database segregated through password-controlled access). Workday is not required to escrow any source code used in Peakon.

3) **Peakon Data.** Peakon uses Peakon Data rather than Customer Data (or such equivalent term in the MSA). "**Peakon Data**" is the electronic data or information submitted to Customer's Peakon Instance by Customer or Authorized Parties. Customer shall have sole responsibility for the accuracy, quality, and legality of Peakon Data. For the avoidance of doubt, any confidentiality, security breach, limitation of liability, indemnification, data retrieval and data deletion terms in the MSA applicable to Customer Data apply to Peakon Data.

4) **Peakon Results.** Workday shall not use Peakon Data except to (i) provide and improve Peakon, (ii) generate Results, (iii) prevent or address technical problems, and (iv) verify service Improvements, each in accordance with these Peakon Terms, the Documentation, and applicable law. "**Results**" means any and all analytics, trends, analyses, processes, aggregations, reports, and results generated from Peakon Data. Subject to these Peakon Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use Peakon, including Results. Subject to these Peakon Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the UDPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import and format Peakon Data for the purposes in this paragraph. As between the parties, Customer owns all Peakon Data and elements of Results that have not been de-identified, and Workday owns de-identified Results, which are Results that have undergone processing by Workday such that they can no longer be used to identify, directly or indirectly, Customer or any natural person using means reasonably likely to be used by Workday, Customer or any other person.

5) **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit ("**USE**") and Universal Data Processing Exhibit ("**UDPE**") currently located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/ shall govern Peakon. For purposes of the UDPE, **"Subprocessor List"** means the list, currently located at https://www.workday.com/en-us/legal/subprocessors.html, identifying the Subprocessors that are authorized to Process Personal Data for Peakon.

6) **Audit Report.** The audit report applicable to Peakon is the current Service Organization Controls 2 Type II audit report for Peakon or a successor third-party audit report ("**Peakon SOC2**"). For Peakon, Workday maintains a security program that conforms to the USE and is further described in the Peakon SOC2, and Workday will not materially diminish the protections provided by the controls set forth in the USE and the Peakon SOC2. Peakon is not covered under any other Workday audit reports or ISO certifications.

7) **Support.** The Workday SLA applies to Peakon in all respects except (i) Peakon's Recovery Time Objective is 72 hours, (ii) Peakon's Recovery Point Objective is 12 hours, and (iii) Workday will make end of life announcements through a Workday Customer portal before the end of life of any Peakon API.

8) **SMS.** Customer has sole discretion to opt into the Peakon short message service ("**Peakon Messaging**"). If Customer opts into Peakon Messaging, Customer agrees (a) that it is solely responsible for obtaining and verifying end user consent, as applicable, for such services in accordance with these Peakon Terms and

applicable Law, (b) to comply with and ensure its Affiliates and all of their Authorized Parties comply with Workday's Acceptable Use Policy, currently located at https://community.workday.com/aup ("**AUP**"), and in the event of an AUP violation Workday may suspend access to Peakon Messaging, (c) (d) that any third-party subprocessor used to deliver Peakon messaging ("**SMS Provider**") is, by necessity, a separate data controller of individual data subjects' telephone numbers as required for purposes of providing and optimizing functionality and security, investigating improper use, and complying with applicable Law, audit, regulatory and compliance frameworks, and (e) once Peakon Data is delivered from each applicable SMS Provider to telecommunications providers the data is no longer Peakon Data or a part of Peakon.

9) **Protected Health Information.** Customer shall not upload Peakon Data that contains Protected Health Information as defined in the Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws.

WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

1. Permitted Scope of Use

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

2. Course Content

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

3. Additional Support Location for Workday Learning

Customer understands and agrees that Workday may provide support for Learning from Canada, including access to Customer's Tenants in connection with such support.
v20.2

WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Workday Media Cloud Additional Terms and Conditions (the "**Media Cloud Terms**"), which are subject to and governed by the MSA except as otherwise set forth herein, apply exclusively to Media Cloud and Media Cloud Content. Capitalized terms, unless otherwise defined, have the same meaning as in the primary Service subscription agreement between Workday and Customer (the "**MSA**").

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

2. Media Cloud Content. Media Cloud Content is Confidential Information subject to the MSA. "**Media Cloud Content**" means:

(1) all video, audio, live stream and packaged e-learning content (such as SCORM, AICC, xAPI, CMI-5 or other formats) (referred to herein as "Packaged Media Content") either (A) uploaded by or for Customer to Media Cloud through any Service application including Workday Drive, (B) recorded or created by or for Customer within a Service application using any Media Cloud features, or (C) auto-generated by Media Cloud in connection with items (1)(A) or (1)(B);

(2) any images, thumbnails, closed-captions, text transcripts, presentation slides, tracking data, annotations, questions, responses, and other metadata related to any Media Cloud Content listed in Section 2, item (1); and

(3) all content retrieved by Media Cloud from a third-party API that is either publicly available or for which Customer has obtained and provided valid credentials to the Service to import such content into Media Cloud.

3. Player for Packaged Media Content. Workday Media Cloud offers an optional "**Player for Packaged Media Content**". The Player for Packaged Media Content is not part of the Service and is not covered under Workday's existing audit reports, security exhibits, data processing terms, or the Workday Customer Audit Program. Workday shall provide support for the Player for Packaged Media Content consistent with Workday's standard support policy. Customer is licensed to use the Player for Packaged Media Content solely in support of Customer's use of the Learning Service. "**Packaged Media Content User Interaction Data**" means data relating to user interactions with Packaged Media Content, including but not limited to, start/stop course activity, quiz responses, and interactions with page elements.

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

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

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

7. Security. Workday shall comply with the Workday Universal Security Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Media Cloud leverages a third-party Content Delivery Network ("**CDN**") to deliver Media Cloud Content to Customer end users. Currently, Media Cloud Content and Packaged Media Content User Interaction Data that traverses through the CDN uses Transport Layer Security (TLS). Media Cloud Content and Packaged Media Content User Interaction Data is not encrypted at rest when temporarily cached in the CDN. Packaged Media Content and other Media Cloud Content will not be considered Customer Data (or equivalent term in the MSA).

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

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

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

WORKDAY PRISM ANALYTICS TERMS AND CONDITIONS ADDENDUM

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

1. Scope of Use.

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

2. **Calculation of Usage**

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

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

Each PRACU will increase the allowable Published Data Rows for a particular Tenant by an additional 100M of Published Data Rows with an annual fee of $40,000 USD per PRACU for each Year (fees for any partial Year of the Order Term will be prorated, on a monthly basis, based on such annual fee). A PRACU term begins on the PRACU Order Effective Date and ends on the last day of the then-current Order Term for Prism Analytics. PRACU charges will be invoiced in accordance with the MSA. An Order Form will be required for the purchase of any PRACUs.

WORKDAY ADAPTIVE PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Additional Terms and Conditions ("**Planning Terms**") supplement and amend the MSA only for the Workday Adaptive Planning SKU(s) listed on this Order Form ("**PLNSKU**") and do not amend the terms of the MSA for other SKUs purchased by Customer under an Order Form. Unless otherwise defined, capitalized terms used in these Planning Terms have the same meaning as set forth in the MSA.

1. **Documentation.** The Documentation for PLNSKU (https://adaptiveplanning.doc.workday.com) applies in lieu of any other Workday Documentation.

2. **Support.** Support for PLNSKU is provided as set forth in the SLA for Planning (currently located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html). Unless otherwise stated in the Workday Service SKU Descriptions Addendum included in this Order Form, 24x7 Support (formerly "Premier Support") will apply. The Workday SLA does not apply to PLNSKU.

3. **Planning Instances and Administrators.**
   (a) PLNSKU uses Planning Instances for Customer Data rather than Customer's Tenant. A **"Planning Instance"** is a unique instance of the Service with a separate set of Customer Data held in a logically separated database (i.e. a database segregated through password-controlled access) that Customer may link to other Planning Instances. Following Customer retrieval of data, Workday shall, unless legally prohibited, delete all Customer Data by deleting Customer's Planning Instance consistent with the Tenant deletion terms in the MSA.
   (b) PLNSKU uses Administrators. **"Administrators"** mean those Authorized Party users who are designated by Customer to have administrative rights to Customer's account for the Service, whereby such users will be responsible for administering and controlling access to and use of the Service by other Authorized Parties.

4. **Universal Security Exhibit & Universal Data Processing Exhibit.** Except as set forth herein, the Universal Security Exhibit and Universal Data Processing Exhibit (currently located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html) shall govern PLNSKU. PLNSKU is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit.

5. **Subprocessor List**. **"Subprocessor List"** means the list (currently located at https://www.workday.com/en-us/legal/subprocessors.html) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU.

6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Workday Adaptive Planning or successor third-party audit report (**"Planning SOC2"**). For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. All background checks will be conducted pursuant to the Planning SOC2. PLNSKU has separate ISO 27001, ISO 27018, and ISO 27701 certifications that apply in lieu of Workday ISO certifications.

7. **Protected Information.**
   (a) Customer acknowledges that PLNSKU is designed with security and access management for processing non-Protected Information, and Customer agrees that neither Customer (nor its Affiliates or Authorized Parties) shall include Protected Information in its Customer Data.
   (b) **"Protected Information"** means, to the extent any of the following relates to an identified or identifiable natural person, (i) Protected Health Information as defined in the U.S. Health Insurance Portability and Accountability Act or other health information regulated under Data Protection Laws applicable to Customer; (ii) Cardholder Data, as described in the Payment Card Industry data security standards; or (iii) special categories of personal data regulated under Article 9 of the General Data Protection Regulation.

v22.3

WORKDAY INNOVATION SERVICES TERMS AND CONDITIONS ADDENDUM

These Workday Innovation Services Terms and Conditions (these "**IS Terms**") are subject to and governed by the MSA and, except as otherwise set forth herein, apply to all Innovation Services (each, an "**Innovation Service**" and, collectively, "**Innovation Services**") offered by Workday. Unless otherwise defined herein, capitalized terms used in these IS Terms have the same meaning as set forth in the MSA. The parties agree that these IS Terms apply exclusively to the use of Innovation Services and IS Data (each as defined below) and do not amend the terms of the MSA. Notwithstanding anything to the contrary in the MSA and solely with respect to the Innovation Services provided hereunder, in the event of a conflict, the provisions of these IS Terms shall take precedence over provisions of the body of the MSA and over any other exhibit or attachment.

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

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

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

   "**Results**" means, collectively, Customer Results and Workday Results.

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

3. **Innovation Services Data.** In these IS Terms, the data that Customer provides to Innovation Services is referred to as "**IS Data**". An explanation of what IS Data must be contributed in order to utilize a specific Innovation Service is included in the applicable Service Description. IS Data is not considered Customer Data (or such equivalent term in the MSA) but will be protected as Confidential Information under the MSA and protected as described in these IS Terms, the Workday Universal Security Exhibit, and the Workday Universal DPE. IS Data will be used by Workday only in accordance with the applicable Service Description, these IS Terms, and the MSA. Customer has no obligation to contribute IS Data but Customer's right to participate in any specific Innovation Service(s) and receive Results (as defined above) is conditioned on Customer contributing IS Data. Customer can stop contributing IS Data at any time through the IS Enablement process (by disabling a specific Innovation Service).

4. **Workday Obligations.** Workday shall not use IS Data except to (i) provide and improve Innovation Services, (ii) generate Results, (iii) prevent or address service or technical problems, and (iv) verify Service Improvements, each in accordance with these IS Terms and the Documentation (as defined in the MSA), or in accordance with Customer's instructions.

5. **Customer Obligations.** Customer is responsible for obtaining and verifying it has all authorizations, consents, and rights necessary to utilize Innovation Services and contribute IS Data in accordance with these IS Terms, each Service Description and applicable Law. Customer shall not contribute IS Data that contains Protected Health Information as defined in 45 C.F.R. §160.103 ("**PHI**") if such contribution is prohibited under the applicable Service Description.

6. **Proprietary Rights and Licenses.**

   6.1. Subject to these IS Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use the Innovation Services, including, if applicable, any third-party content Workday makes available to Customer through any Innovation Service ("**IS Content**") and Results, solely for the internal business purposes of Customer and its Affiliates, to the extent included in Customer's current subscription to Service applications.

   6.2. Subject to these IS Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the Workday Universal DPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import, and format IS Data for the purposes set forth in the Workday Obligations Section above. As between the parties, Customer owns all IS Data and Customer Results and Workday and its licensors own the Innovation Services, IS Content, and all Workday Results.

7. **Security.** For each Innovation Service, Workday has implemented and will maintain appropriate technical and organizational measures designed to protect IS Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to, as set forth in the Workday Universal Security Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html (the "**Workday Universal Security Exhibit**") which is incorporated into these IS Terms by this reference. Unless otherwise set forth in a Service Description, Innovation Services are not in scope for Workday's third-party audit reports (i.e., SOC1, SOC2, ISO Certification).

8. **Data Processing Terms.** All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html (the "**Workday Universal DPE**") which is incorporated into these IS Terms by this reference.

9. **Deletion of IS Data.** At its discretion, Customer may elect to stop contributing IS Data at any time by disabling specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). In the event Customer disables Innovation Service(s) through the IS Enablement process, Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.

10. **Term, Termination, Suspension.** Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached, unless earlier terminated as provided herein, these IS Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA, during which Customer will have an active subscription to Innovation Services. Unless otherwise set forth in a Service Description and excluding Innovation Services that are required for a SKU which Customer has purchased, Workday may terminate any Innovation Service for convenience by providing at least thirty (30) days' prior notice which may be provided by a general announcement via Community. Customer may terminate its use of any Innovation Service for convenience at any time by disabling such Innovation Service through IS Enablement or Customer may terminate these IS Terms by providing Workday with formal written notice pursuant to the MSA with a copy by email to legal@workday.com, and such notice will be effective thirty (30) days after Workday's receipt of the notice. Customer understands and agrees that in the event Customer has purchased a SKU which requires Innovation Services capabilities, termination of these IS Terms will not result in a refund of fees paid or nonpayment of fees payable for the applicable SKU. Upon any termination of an Innovation Service, as of the effective date of such termination, Customer may no longer have access to such Innovation Service, and related IS Data and Results. Workday may suspend Customer's access to any Innovation Service at any time in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Innovation Service.

11. **Miscellaneous.** No uncured breach of these IS Terms by either party will give rise to a termination right under the MSA. Workday is not required to escrow third party source code that is used in the Innovation Services. Workday may modify Service Descriptions from time to time provided that Workday does not materially diminish the applicable security and privacy commitments as set forth in these IS Terms. Workday will provide notice of

any change to a Service Description through Community and any change will not go into effect until thirty (30) days after such notice.

v21.10

ORDER FORM #366391

Customer Name	County of Richland
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	October 7, 2022 through October 6, 2025
Currency	USD
Total Training Fees	156,670

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	89,670
2	Due on first anniversary of the Order Term start date	33,500
3	Due on second anniversary of the Order Term start date	33,500
	Total Payment Amount	156,670

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
AK	Adoption Kit	6,000	1	3	18,000
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	3	15,000
LODPAY10	Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	1	3	15,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	3	15,000

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	3	15,000
LODPLNTRN10	Learn On-Demand – Adaptive Planning - Administrator Training Kit 10 Initial Users	7,500	1	3	22,500
				Total Training Fees	100,500

SKU	Training Offering	Price Per Unit	Quantity	Total Training Fees
TC	Training Credits (prepaid)	685	82	56,170
			Total (TC) Training Fees	56,170

Customer Contact Information	Billing, In Care of
Contact Name	Stacey Hamm, Director of Finance
Street Address City/Town, State/Province/Region Zip/Postal Code Country	2020 Hampton Street, PO Box 192, Suite 4036 Columbia South Carolina 29202 United States
Phone/Fax #	803-576-2103
Email (Required)	Hamm.Stacey@richlandcountysc.gov

This Order Form is subject to and governed by the MSA and Addendum A attached hereto. This Order Form will control over the terms of the MSA to the extent they conflict with or are not covered by the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com

ADDENDUM A
ADDITIONAL ORDER FORM TERMS – TRAINING

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

1. **Training Terms.** The Training Credits purchased under this Order Form may be utilized for any courses identified in Workday's training catalog (the "Training Catalog") as eligible to be purchased with training credits ("TC-eligible Courses") that start on or after the Order Effective Date and end on or before eighteen (18) months from the Order Effective Date. The manner of delivery of TC-Eligible Courses is set forth in the Training Catalog. The number of Training Credits required for an attendee to attend a specific TC-eligible Course are set forth in Workday's current training catalog. Each attendee must be registered to attend each course. If Custom elects to register for any training course(s) without an adequate prepaid Training Credit balance, the Workday list prices set forth in the Training Catalog will apply. Any Customer request for a cancellation of a course enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) calendar days prior to the scheduled course start date. Cancellation requests received less than seven (7) calendar days prior to the scheduled course start date will not be honored and the applicable Training Credits will be deducted from Customer's balance.

2. **Training Credit Bulk Purchase Option.** Under this Order Form, Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. If Customer elects to purchase training courses without using Training Credits, such purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 - 10	USD $ 800
11 - 25	USD $ 760
26 - 50	USD $ 735
51 - 75	USD $ 710
76 - 100	USD $ 685
101 - 249	USD $ 660
250+	USD $ 620

3. **Dedicated Training Terms.** Customer may request to schedule Workday instructor-led training offerings as a dedicated training course provided only to Customer's attendees ("**Dedicated Training**"). Dedicated Training is subject to Workday's availability and approval and the additional terms in this Section. The minimum and maximum number of students for any Dedicated Training is thirteen (13) minimum and twenty (20) maximum. Fees for Dedicated Training will equal the number of

attendees multiplied by the applicable per-attendee student price or Training Credit value of the training course as set forth in the Training Catalog. If Customer does not use Training Credits purchased prior to the Dedicated Training start date, Workday will invoice Customer for the training fees following the training. If Customer and Workday expressly agree in writing to deliver the Dedicated Training at Customer's site, in addition to the applicable fees or Training Credits for the Dedicated Training, Customer will reimburse Workday for the reasonable and actual travel living expenses incurred by the instructor(s) following the Dedicated Training. Any Customer request to cancel a Dedicated Training received less than fourteen (14) full calendar days from the scheduled start of the course is subject to a cancellation fee of 50% of the price of the course for thirteen (13) attendees as well as reimbursement for any non-refundable travel expenses incurred by the instructor(s).

4. Learn On-Demand Terms. The first Learn On-Demand ("LOD") SKU of each Library purchased by Customer is for ten (10) Named Users. Each "5 Additional Users" SKU is for five (5) additional Named Users for the stated Library. A "Library" is a bundle of specific, related training concepts. A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide LOD access to such individual. Workday shall assign each Named User a password granting the Named User access to the applicable LOD library. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the LOD content within the specified Library(ies) during the Order Term.

5. Adoption Kit Terms.

(a) The Adoption Kit is just-in-time, customizable materials for common employee and manager tasks, in addition to a wide range of templates and assets to help customers successfully roll out Workday across their organization.

(b) During the Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize, and create derivative works of the Adoption Kit provided as part of this Order Form solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's authorized end users in accordance with the MSA. Customer is solely responsible for the accuracy of any modifications or customizations of the Kit made by it. Workday reserves the right to add or remove content from individual Kit and add or remove entire Kit in the library.

(c) Subject to Workday's underlying intellectual property rights in the Adoption Kits, the Service, and all other materials provided by Workday in connection herewith, Customer owns all right, title, and interest in and to the improvements and other materials that Customer is permitted hereunder to develop, make, or conceive, without the involvement or input of Workday personnel, that relate to the Adoption Kit ("**Customer Improvements**"). If Workday is involved in the input or development of a Customer Improvement, Workday owns all right, title, and interest in and to such Customer Improvement and Customer has a non-exclusive, royalty-free license to use such Customer Improvement solely for its internal business purposes. To the extent Customer discloses any portion of a Customer Improvement to Workday or others, except for any Customer Confidential Information included therein, Customer grants Workday a perpetual, irrevocable, non-exclusive, royalty-free license to use such Customer Improvement for any purpose whatsoever. In addition, Customer acknowledges that Workday may independently create and use material that is substantially similar to Customer Improvements. Customer shall reproduce all Workday proprietary rights notices and headings on any full or partial copies of Workday material provided as part of the Program, in the same manner in which such notices were set forth in the original. Workday reserves all rights not expressly granted hereunder, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly specified.

6. **Learn On-Demand Administrator Training Kit.** A Learn On-Demand Administrator Training Kit is a bundle of training courses covering related training concepts. The Customer will have access to designate up to the specified number of "Named Users". A "Named User" is an employee or independent contractor of Customer for which Customer has provided Workday a valid name and e-mail address through the Workday Customer Center, thereby authorizing Workday to provide access to such individual. Workday shall assign each Named User a password granting the Named User access to the applicable content. Customer's Training Coordinator may update the list of Named Users from time to time. Each Named User may access all of the content within the specified Kit during the Order Term.

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

ORDER FORM # 366392
DELIVERY ASSURANCE (FIXED FEE)

Customer Name	County of Richland ("**Customer**")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Rd., Pleasanton, CA 94588 **("Workday")**
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures on the MSA Signature Document
Order Term End Date	Jan 26, 2025
Currency	USD
Total Consulting Fees	165,065.00

Consulting Engagement Type
Delivery Assurance Checkpoints Reviews
Delivery Assurance Project Management Reviews

Products	Learning, Recruiting, Time Tracking, Payroll- US, Financial Accounting, Customer Accounts, Grants Management, Inventory, Procurement, Projects, Financial Planning, Prism Analytics

Number of Prism Use Cases	2

Customer Contact Information	**Billing Contact**
Contact Name	Stacey Hamm, Director of Finance
Street Address **City/Town,** **State/Province/Region** **Zip/Postal Code** **Country**	2020 Hampton Street, P.O. Box 192 Suite 4036 Columbia, South Carolina 29202 United States
Phone/Fax #	Phone: 803-576-2103
Email (Required)	Hamm.Stacey@richlandcountysc.gov

This agreement (along with the tables above and Addendum attached hereto, this "**Document**") is entered into as of the Order Effective Date listed above, and is subject to and governed by the primary Service subscription agreement (the "**MSA**") between the Workday customer listed above ("**Customer**") and the Workday entity listed above ("**Workday**"). In the event of a conflict between the terms of this Document and the terms of MSA, the terms of this Document shall prevail with respect to the subject matter hereof. All capitalized terms not otherwise defined herein shall have the same meaning as in MSA. This Document is only valid and binding on the parties when executed by both parties and is further subject to the additional terms in Addendum A attached hereto.

Workday may extend the Order Term with respect to Workday's Delivery Assurance services without Customer's consent and at no additional cost to Customer, to the extent reasonably determined by Workday to be necessary or appropriate to perform the Delivery Assurance services.

Consulting Services and Scope. This Document describes Workday's Delivery Assurance consulting services ("**Delivery Assurance**" or "**DA**") that Workday shall perform for Customer. Any service, deliverable, feature, or functionality not expressly identified in Addendum A is not in the scope of this Document.

Fees and Payment. Workday will perform the Delivery Assurance on a fixed fee basis. The Total Consulting Fees as set forth above shall be invoiced upon execution of this Document. The fixed fee amount does not include related travel and expenses. Expenses shall be invoiced on a monthly basis as incurred. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to AccountsReceivable@Workday.com.

Termination. Unless terminated in accordance with this Section, this Document automatically terminates upon the earlier of: (i) completion of the Delivery Assurance services provided hereunder, or (ii) the termination of the MSA. Either party may terminate this Document for cause on the same terms as it may terminate the MSA for cause. Upon receipt of any notice of termination, Workday shall immediately cease performance of the Delivery Assurance services and Customer shall pay Workday within thirty (30) days after the date of termination for all Delivery Assurance services performed by Workday (included partially completed services) and travel and living expenses incurred up to the cessation of such services. Notwithstanding any other provision to the contrary, termination or breach of this Document hereunder by either party for any reason shall not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

ADDENDUM A
ADDITIONAL TERMS – DELIVERY ASSURANCE

1. General

As part of Workday's Delivery Assurance services, Workday shall validate that Customer's deployment of the Service, as performed by a Workday services partner ("Partner"), follows the Workday deployment methodology and configuration standards.

2. Description of Delivery Assurance Services

2.1 Checkpoint Reviews. Partner's consultant(s) and project manager responsible for Customer's deployment of the Service (collectively, the "**Partner Deployment Team**") shall review the configured application (and applicable integrations and reports developed by the Partner Deployment Team or Workday) and provide output from applicable tools to the Workday team using a method specified by the Workday team. The Workday team will review provided output and tools and provide feedback to Partner's consultant(s). Partner's project consultant shall be responsible for resolving any issues identified during the review, including any issues identified by Workday. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's issue resolution process. A Partner project consultant shall review the checkpoint outcomes with Customer.

2.2 Project Management Reviews.

(a) Plan Review. Workday shall review Partner's project planning documents drafted during the Plan stage and the cutover plans detailing Customer's transition to the Service to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.

(i) Workday's Project Initiation Checkpoint is a detailed review for adherence to the Workday deployment methodology, an achievable schedule, and appropriate resourcing based upon scope and schedule.

(ii) The Cutover Plan review is a detailed review of the cutover plan and associated activities. This review shall help confirm that all important areas have been addressed to support a successful cutover to production and roll out of Customer's deployment of the Service in Production.

(b) Periodic check-in calls. Workday shall conduct scheduled calls with the Partner Deployment Team and Customer to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.

(c) Deployment Readiness Reviews. Workday shall evaluate deployment/operational readiness at the end of each stage leveraging the Workday-delivered review template.

(d) Steering Committee. Workday shall participate in Steering Committee meetings.

(e) Other Activities. Workday shall participate in additional project-related activities, such as project status meetings, as needed.

3. Conditions

3.1 The parties understand and agree that the reviews and other services provided under this Document shall be performed 100% offsite, unless expressly agreed by the parties in writing. Any onsite work shall be pre-agreed to by both parties in writing.

3.2 Customer is responsible for the timely coordination of its internal resources and shall facilitate regular participation of the Workday team in regular Steering Committee meetings. If Customer's actions or responsibilities hereunder are delayed or impact Workday's ability to perform the services for any reason, Customer understands and agrees that Workday may delay services, a Change Order may be required, and additional fees may be due.

3.3 The fees due under this Document are based on the deployment scope described in this Document and only cover work performed during the Order Term. Any changes to the scope may impact both the time required to complete the reviews and the total Fees. If Customer desires any changes to the scope, the additional work shall be subject to a separate agreement between the parties. This Document is non-cancelable and Fees are non-refundable.

3.4 Workday may use Workday certified subcontractors to perform some or all of the services performed hereunder.

3.5 Neither the SLA nor Service Credits apply to this Order Form.

4. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, reviews, guidance, and other technical information provided or developed by Workday in the course of performing the activities contemplated by this Document, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto are Workday Intellectual Property Rights and Workday Confidential Information. Workday reserves all rights in the content and related Intellectual Property Rights not expressly granted to Customer herein.

5. Warranty and Disclaimer

This Document is for consulting services rather than the Service. Accordingly, the warranties and related remedies in the MSA regarding the Service are inapplicable. Instead, Workday warrants that it shall perform its obligations set forth in this Document in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Workday which describes any deficiencies within thirty (30) days of the performance of the deficient services. In the event Workday is unable to correct the identified deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the services provided under this Document. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED HEREIN 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 TITLE, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS DOCUMENT.

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), dated as of September/October XX, 2022, is made by and between **Richland County, South Carolina**, a ____________ corporation with its principal office located at 2020 Hampton Street, Columbia, South Carolina 29204 ("Client"), and **Cognizant Worldwide Limited**, a United Kingdom limited liability company with its principal office located at 1 Kingdom Street, Paddington Central, London, United Kingdom W2 6BD ("Cognizant"). In addition, **Cognizant Technology Solutions U.S. Corporation** ("CTS US") shall execute this Agreement solely for the purpose of enabling and authorizing CTS US to enter into Statements of Work (as defined below) together with Cognizant, whereby CTS US shall provide the applicable local Services and Deliverables within the United States of America to Client for Cognizant under such SOWs as provided in Section 1.1. For the purposes of this Agreement, Client and Cognizant may each be referred to as "Party" or, collectively, as the "Parties." The Parties, intending to be legally bound, hereby agree as follows:

1. SERVICES.

1.1 Services. Cognizant and Client will develop and enter into one or more statements of work incorporating a description of the specific services to be provided ("Services"), each in a form mutually agreed by the Parties (a "Statement of Work" or "SOW"). Each Statement of Work will set forth, among other things, project scope, various project activities and tasks to be performed by the Parties, and roles and responsibilities of the Parties. Cognizant may provide to Client the following types of services as, and to the extent, described in each Statement of Work: (i) the management of certain business and IT operational services, which may be performed either onsite or from remote locations ("Managed Services"); (ii) certain consulting, development, integration and or other support services provided in addition to the Managed Services ("Professional Services"); and (iii) any other services described as Cognizant's obligation in a Statement of Work, (collectively the "Services"). In addition, Cognizant will provide to Client certain results or proceeds of the Services that are defined as deliverables in each Statement of Work (collectively, the "Deliverables"). Each Statement of Work shall specifically identify this Agreement and indicate that it is subject to the terms hereof and be executed by Client and Cognizant. Unless otherwise set forth herein or expressly identified in the SOW as a modification to a specified provision of this Agreement, to the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall govern and control. Cognizant may engage any Affiliate (as hereinafter defined) of Cognizant to provide Services and Deliverables to Client and any Affiliates of Client for Cognizant under this Agreement. For SOWs executed in connection with work to be performed for Client in the United States of America, and solely to the extent that employees of a U.S.-domiciled Cognizant Affiliate who are foreign skilled workers are required for the provision of Services or Deliverables by Cognizant in connection with such SOW, such Cognizant Affiliate may also execute such SOW solely for the purpose of providing Services and Deliverables to Client for Cognizant. Any Affiliate of Cognizant may itself provide Services directly to Client and any Affiliates of Client under this Agreement by executing SOWs in its own name, exclusive of Cognizant, and only for the purposes of any such SOW(s), shall be considered "Cognizant" as that term is used in this Agreement. Any Affiliate of Client may enter into SOW(s) with Cognizant or any Affiliate of Cognizant and, only for the purposes of any such SOW(s), shall be considered "Client" as that term is used in this Agreement. As used herein, the term "Affiliate" means any entity that controls or is controlled by or is under common control with Cognizant or Client, as applicable, where "control" means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies and operations of such entity, whether through ownership of voting securities, by contract or otherwise.

1.2 **Deliverables and Acceptance.** Deliverables, if any, under this Agreement will be as set forth under any SOW. Each SOW will describe, if applicable, the Deliverables that Cognizant is obligated to furnish to Client hereunder, the acceptance criteria for each of the Deliverables (the "Acceptance Criteria") and the completion criteria, if any, to signify completion of each phase of a project. Client shall review, evaluate and/or test, as the case may be, each of the Deliverables within the applicable time period set forth in a SOW (with respect to each Deliverable, the "Acceptance Period") to determine whether or not such Deliverable satisfies the applicable Acceptance Criteria in all material respects. If Client does not furnish a written notice to Cognizant specifying that a Deliverable has failed to satisfy its Acceptance Criteria in all material respects prior to the end of the Acceptance Period therefor and/or if Client commences using the Deliverables commercially or in a production environment, then Client will be deemed to have accepted such Deliverable. If any Deliverable fails to satisfy its Acceptance Criteria in any material respect, then Client will notify Cognizant in writing specifying the respects in which such Deliverable does not conform to the applicable Acceptance Criteria and what modifications are necessary to make it conform thereto. Thereafter, Cognizant shall use its diligent commercially reasonable efforts to modify such Deliverable to so conform and the Deliverable will be resubmitted for acceptance by Client. If, after repeated attempts, Cognizant is unable to remedy any non-conforming portion of any Deliverable, Client may terminate pursuant to Section 12.2 herein.

2. PROJECT SCHEDULE; CHANGES.

2.1 **Project Schedule; Changes**. Each Statement of Work will set forth the projected work effort and schedule applicable to the Services. All statements and agreements concerning time are based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, the occurrence of an excusable delay (as provided for in Section 2.2 hereof) or upon modification of the scope, timing or level of work to be performed by Cognizant. Either Party will be entitled to propose changes. It is mutually acknowledged that any such change may affect the fees or charges payable to Cognizant and/or the project schedule. Neither Party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed and delivered by both Parties.

2.2 **Excusable Delays and Failures**. Cognizant will be excused from delays in performing, or from a failure to perform, hereunder to the extent that such delays or failures result from causes beyond Cognizant's reasonable control. Without limiting the generality of the foregoing, Client acknowledges that Client's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by Client in completing tasks required of Client or in otherwise performing Client's obligations hereunder or under any Statement of Work and any assumption contained in a Statement of Work which is untrue or incorrect will be considered an excusable delay or excusable failure to perform hereunder and may impede or delay completion of the Services. Client further acknowledges that such delays or failures may result in additional charges for the Services.

3. **PAYMENT.**

3.1 **Project Fees and Reimbursable Items**. Client shall pay to Cognizant the fees and other compensation set forth in each Statement of Work. Client will also reimburse Cognizant for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Cognizant in connection with the Services and any other reimbursable items set forth in each Statement of Work but only if such reimbursements have been pre-authorized in writing by Client. Cognizant will have no obligation to perform any Services when any amount required to be paid by Client remains due and unpaid beyond the date such amount is due. Any suspension of Services by Cognizant as a result of Client's failure to make payment as required will extend the due dates of Deliverables and other Services to the extent impacted by such suspension or delay.

3.2 **Invoices; Payments**. Cognizant will invoice Client for all fees, charges and reimbursable items payable to Cognizant on a monthly basis or otherwise in accordance with the schedule set forth in the relevant Statement of Work as such payments are due. Client will pay the invoiced amount in full within thirty (30) days of the date of each invoice, without deduction, setoff, defense or counterclaim for any reason; provided that the Client may withhold amounts disputed in good faith pending resolution of such dispute. Client will pay interest, at a rate equal to the lesser of 1.5% per month (or part thereof) or the maximum legal rate permitted, on the amount shown on any invoice that is paid later than thirty (30) days after the date of the invoice, other than such amounts that are disputed in such good faith during the pendency of the relevant dispute. All amounts hereunder will be invoiced and paid in United States Dollars unless otherwise set forth in an applicable SOW.

3.3 **Taxes**. Client agrees to pay any applicable sales, use, value added, goods and services, services, excise, privilege, or other taxes or assessments relating to the Services or Deliverables provided by Cognizant to Client pursuant to the Agreement hereto, exclusive of taxes based on Cognizant's net income or net worth. Cognizant will invoice Client for any taxes payable by Client that are required to be collected by Cognizant.

4. **OBLIGATIONS OF THE PARTIES.**

4.1 **Working Environment**. For any Services to be provided by Cognizant at any of Client's sites, Client shall provide Cognizant's personnel with (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including software, hardware and documentation; (iii) provision and maintenance of personal computer ("PC") workstations for such personnel's use; (iv) assistance to such personnel in a timely manner by promptly correcting any hardware or software problems that would affect the performance of Services; and (v) any other items set forth in each Statement of Work.

4.2 **Client's Personnel Commitment**. Client will ensure that all Client personnel who may be necessary or appropriate for the successful implementation of the Services will, on reasonable notice, (i) be available to assist Cognizant's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as outlined in the Statement of Work; (iii) participate in progress and other Service related meetings; (iv) contribute to software and system testing; and (v) be available to assist Cognizant with any other activities or tasks required to complete the Services in accordance with the Statement of Work.

4.3 Export Control. Client agrees to notify Cognizant of any requirements for Deliverables or any other technology, technical data or information to which Cognizant will have access as a result of the Services that, in any case, will subject the Deliverables or the other technology, technical data or information to control under applicable export regulations under any classification other than EAR99 (or its non-U.S. equivalent) and, in such event, Client will (i) identify to Cognizant the applicable regulations (e.g. the United States Export Administration Regulations ("EAR") or the International Traffic in Arms Regulations ("ITAR")) and classifications (e.g. ECCN) and (ii) follow such guidelines as Cognizant may communicate to Client that reasonably are required to avoid violations. Each Party acknowledges and agrees that to the extent that any tangible or intangible technical data provided under this Agreement is subject to US export laws and regulations, such Party will not use, distribute, transfer, or transmit technical data provided by the other Party under this Agreement except in compliance with US export laws and regulations. Notwithstanding the foregoing, Client agrees that it will not provide Cognizant with any technology, technical data or information that is subject to control under the ITAR. In the event that Client wishes to provide Cognizant with ITAR-controlled technology, technical data or information, Client will notify Cognizant in writing of such intent, and the Parties agree to cooperate to determine the appropriate agreements and controls, if any, required before Client makes such disclosure.

4.4 FCPA. Neither Party shall take any action in connection with the performance of its obligations under this Agreement that violates the Foreign Corrupt Practices Act, as amended, and the rules and regulations thereunder in any manner that has a material adverse impact on the other Party. To the extent that any of the Services or Deliverables cannot be performed or provided without violation of any law, regulation, or other control, then Cognizant shall not be obligated to provide the same and the applicable Statement of Work shall be amended accordingly.

4.5 Work Authorization/HR Compliance. In the event that it is necessary for Cognizant to obtain visas or work permits for Cognizant personnel, Client will cooperate with Cognizant by taking all reasonably necessary actions to facilitate Cognizant's efforts, including, but not limited to, providing, and hereby consents to Cognizant providing to immigration authorities, documentation indicating the nature and location of the work to be performed, the necessity of the work to be performed, and other documentation as may be reasonably required and related to this Agreement (including the existence and terms of this Agreement and the identity of the Parties hereto), and posting such notices as may be legally required (including any legally required notice posting at Client sites from which the parties contemplate services being provided by Cognizant personnel who are foreign skilled workers).

5. OWNERSHIP.

5.1 Ownership of Work Product. Cognizant agrees that, upon Client's payment in full, the software or other intellectual property developed by Cognizant or its Affiliates as a 'work-for-hire' specifically for Client, as set forth in a Statement of Work ("Work Product") shall be the property of, and ownership shall vest in, Client. Client's ownership of Work Product does not include Cognizant Proprietary Intellectual Property (as defined below) or any Third Party Items, or any derivative of the foregoing, that is incorporated into the Work Product. Cognizant agrees to take, at Client's cost and expense, all actions requested by Client which are reasonably necessary to assure the conveyance to Client of all right, title and interest in and to the Work Product, including copyright.

5.2 Residual Rights. Notwithstanding anything to the contrary herein, Cognizant, Cognizant Affiliates, and their respective employees and agents shall be free to use and employ any Residual Information. "Residual Information" means the general knowledge, ideas, know-how, experience, and techniques that would be retained in the unaided memory of an ordinary person skilled in the art, not intent on appropriating the proprietary information of the disclosing party. Nothing in this paragraph, however, shall be deemed to grant a license under Client's registered intellectual property rights.

5.3 Cognizant Proprietary Intellectual Property. Client acknowledges that as part of delivering the Services, Cognizant personnel may utilize proprietary software, methodologies, tools, specifications, drawings, sketches, models, samples, records, documentation, works of authorship, creative works, ideas, know-how, data or other materials which have been or are originated, developed, licensed, purchased, or acquired by Cognizant or its Affiliates or subcontractors (collectively, "Cognizant Proprietary Intellectual Property"). Client agrees that Cognizant Proprietary Intellectual Property and Residual Information, any derivatives of Cognizant Proprietary Intellectual Property or Residual Information, is the sole property of Cognizant (or its licensors) and that Cognizant (or its licensors) will retain sole and exclusive title to and ownership thereof. If any Cognizant Proprietary Intellectual Property owned by Cognizant is embedded in Work Product, Cognizant grants to Client a worldwide, royalty free, non-exclusive, transferable, perpetual license to use, execute and perform such Cognizant Proprietary Intellectual Property as a functional element of the applicable Work Product, subject to any additional terms or limitations set forth in the applicable Statement of Work, and provided that no portion of the Cognizant Proprietary Intellectual Property is separated or unbundled from the applicable Work Product or used as a stand-alone product or development tool. Except as expressly provided in the foregoing sentence, nothing contained in this Agreement or otherwise shall be construed to grant to Client any right, title, license or other interest in, to or under any Cognizant Proprietary Intellectual Property (whether by estoppel, implication or otherwise). Any license to Cognizant Proprietary Intellectual Property that is not embedded in Work Product or that is commercially available will be pursuant to a separate license agreement between Client and Cognizant (or its licensor).

5.4 Third Party Items. Cognizant shall obtain Client's prior written consent before embedding in Work Product or installing in Client's environment any proprietary third party tools or applications. If any third party tools, applications, utilities and cloud infrastructure are distributed, resold, or provided to Client in connection with this Agreement (collectively, "Third Party Items"), such Third Party Items shall be provided AS-IS and made available to Client under a separate agreement between Client and the licensor of the Third Party Item or may be made available to Client by Cognizant under a separate agreement or pass-through terms set forth in an SOW, which shall apply to the relevant Third Party Item(s) in lieu of any of the terms of this Agreement.

5.5 Installation of Tools. Cognizant may use certain Cognizant owned or licensed Tools (the "Tools"), including those set forth in the applicable SOW in connection with its performance of the Services. The Tools are Cognizant's confidential information. As between Cognizant and Client, Cognizant is the sole owner of the Tools, together with all modifications, enhancements and changes to the Tools. Client consents to Cognizant's installation of the Tools onto Client's systems. Only Cognizant may install, configure, control, or grant access to the Tools. Client agrees that Cognizant may uninstall and remove the Tools at any time, and that the consent set forth in this paragraph is not a software license or subscription agreement. Cognizant will use the Tools as installed on Client's systems solely to perform the Services for Client.

6. CONFIDENTIAL INFORMATION.

6.1 Confidentiality Obligations. For a period of three (3) years from the date of disclosure of the applicable Confidential Information (as hereinafter defined), Client and Cognizant shall each (i) hold the Confidential Information of the other in trust and confidence and avoid the disclosure or release thereof to any other person or entity by using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (ii) not use the Confidential Information of the other Party for any purpose whatsoever except as expressly contemplated under this Agreement or any Statement of Work. Except with the express written consent of the other Party, each Party shall disclose the Confidential Information of the other Party only to those of its and its affiliates' employees officers, directors, subcontractors, agents or representatives having a legitimate need to know the information for the purposes of this Agreement ("Representatives") and shall take all reasonable precautions to ensure that such Representatives comply with the provisions of this Section 6.1.

6.2 Definition. The term "Confidential Information" shall mean any and all information or proprietary materials other than Personal Information (as defined in Exhibit A attached hereto) (in every form and media) not generally known in the relevant trade or industry and which has been or is hereafter disclosed or made available by either Party (the "disclosing party") to the other (the "receiving party") in connection with the efforts contemplated hereunder, including (i) all trade secrets, (ii) existing or contemplated products, services, designs, technology, processes, technical data, engineering, techniques, methodologies and concepts and any information related thereto, and (iii) information relating to business plans, sales or marketing methods and customer lists or requirements.

6.3 Exceptions. The obligations of either Party under Section 6.1 will not apply to information (other than Personal Information) that (i) was in the receiving party's possession at the time of disclosure and without restriction as to confidentiality, (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of agreement or other wrongful act by the receiving party, (iii) has been received from a third party without restriction on disclosure and without breach of agreement by the receiving party, or (iv) is independently developed by the receiving party without regard to the Confidential Information of the disclosing party. In addition, the receiving party may disclose Confidential Information as required to comply with the Freedom of Information Act S.C. Code of Laws § 30-4-10 et seq. (1976) and binding orders of governmental entities that have jurisdiction over it; *provided* that the receiving party (a) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy, (b) discloses only such Confidential Information as is required by the governmental entity, and (c) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

7. DATA PROTECTION

7.1 Data Protection. If and to the extent that the Services require Cognizant to process Client's Personal Information, the Parties shall abide by the terms set forth under Exhibit A attached hereto.

8. INDEMNIFICATION.

8.1 Intellectual Property Rights Indemnity. Cognizant agrees to indemnify and hold harmless Client from and against any costs and damages awarded against the Client by a court pursuant to a final judgment as a result of, and defend the Client against, claims of infringement of a U.S. patent or registered copyright or misappropriation of any trade secret related to a Deliverable of Cognizant.

8.2 Intellectual Property Rights Exclusions. Cognizant shall have no obligation under Section 8.1 or other liability for any infringement or misappropriation claim resulting or alleged to result from: (i) modifications made other than by Cognizant, (ii) use of the Deliverables in combination with any equipment, software or material not approved or provided by Cognizant, (iii) Client's use or incorporation of materials not provided by Cognizant, (iv) the instructions, designs or specifications provided by Client; (v) any software or other materials furnished by any third party; or (vi) Client's continuing the allegedly infringing activity after being notified thereof or after being informed and provided with modifications that would have avoided the alleged infringement.

8.3 Infringement Remedies. In the event of an infringement or misappropriation claim as described in Section 8.1 above arises, or if Cognizant reasonably believes that a claim is likely to be made, Cognizant, at its option and in lieu of indemnification, may: (i) modify the applicable Deliverables so that they become non-infringing but functionally equivalent; or (ii) replace the applicable Deliverables with material that is non-infringing but functionally equivalent; or (iii) obtain for Client the right to use such Deliverables upon commercially reasonable terms; or (iv) remove the infringing or violative Deliverables and refund to Client the fees received for such Deliverables that are the subject of such a claim based on a five (5) year straight line depreciation. This Section 8 sets forth the exclusive remedy and entire liability and obligation of each Party with respect to intellectual property infringement or misappropriation claims, including patent or copyright infringement claims and trade secret misappropriation.

8.4 Personal Injury and Property Damage Indemnity. Cognizant agrees to indemnify, defend and hold harmless Client from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, arising out of third party claims for bodily injury or damage to real or tangible personal property, not including software, data, and documentation, to the extent caused directly and proximately by the gross negligence or willful misconduct of Cognizant, its employees or agents.

8.5 Indemnification Procedures. Cognizant obligations to indemnify, defend and hold harmless set forth above in this Section 8 will not apply to the extent Client was responsible for giving rise to the matter upon which the claim for indemnification is based and will not apply unless the Client (i) promptly notifies Cognizant of any matters in respect of which the indemnity may apply and of which the Client has knowledge; (ii) gives Cognizant full opportunity to control the response thereto and the defense thereof, including any agreement relating to the settlement thereof, provided that Cognizant shall not settle any such claim or action without the prior written consent of Client; and (iii) cooperates with the Cognizant, at the Cognizant's cost and expense in the defense or settlement thereof. Client may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice on a monitoring, non-controlling basis.

9. WARRANTY.

9.1 Limited Warranty. Cognizant warrants the following:

9.1.1 the applicable Services rendered hereunder will be performed by qualified personnel;

9.1.2 the Professional Services performed will substantially conform to any applicable requirements set forth in the Statement of Work for a period of thirty (30) days (the "Warranty Period") following performance of such Professional Services; and

9.1.3 during the Warranty Period, the Deliverable(s) will materially conform to the corresponding product specifications set forth in the applicable Statement of Work for such Deliverable.

9.2 Remedies. Cognizant does not warrant that any Deliverable will operate uninterrupted or error-free, provided that Cognizant shall remain obligated pursuant to this Section 9. In the event that any Deliverable or Service fails to conform to the foregoing warranty in any material respect, the sole and exclusive remedy of Client will be for Cognizant, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. The foregoing warranty is expressly conditioned upon (i) Client providing Cognizant with prompt written notice of any claim thereunder prior to the expiration of the applicable Warranty Period, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with Cognizant in all reasonable respects relating thereto, including, in the case of modified software, assisting Cognizant to locate and reproduce the non-conformity; and (iii) with respect to any Deliverable, the absence of any alteration or other modification of such Deliverable by any person or entity other than Cognizant.

9.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 9.1, COGNIZANT DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY OR CONDITION OF ANY KIND, WHETHER SUCH REPRESENTATION, WARRANTY, OR CONDITION BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION, WARRANTY OR CONDITION FROM COURSE OF DEALING OR USAGE OF TRADE.

9.4 Responsibility of Client. In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is determined not to be Cognizant's responsibility hereunder (including any problem with Client's third party vendors, Client's computer hardware or software that was not caused by any Services performed by Cognizant), Client will be responsible to pay Cognizant for all costs incurred for all evaluation, correction or other services performed by Cognizant relating to such claim on a time and materials basis at Cognizant's then standard billing rates.

10. LIMITATION OF LIABILITY AND REMEDIES.

10.1 Exclusion of Damages. In no event shall either Party be liable to the other Party or any other person or entity for any lost profits, special, exemplary, indirect, incidental, consequential or punitive damages or liabilities, or for any costs (including transition costs) associated with procuring substitute or replacement services, of any kind or nature whatsoever (collectively, "Indirect Damages"), whether in an action based on contract, warranty, strict liability, tort or otherwise, even if such Party has been informed in advance of the possibility of such Indirect Damages or such Indirect Damages could have been reasonably foreseen by such Party.

10.2 Total Liability. In no event shall Cognizant's liability to Client or any other person or entity arising out of or in connection with this Agreement or the Services exceed, in the aggregate, the total fees paid by Client to Cognizant for the particular Service or Deliverable with respect to which such liability relates (or in the case of any liability not related to a particular portion of the Services, the total fees paid by Client to Cognizant under the applicable Statement of Work) in the twelve (12) month period preceding the last act or omission giving rise to any such liability, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise. The limitations specified in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. EMPLOYEES.

11.1 No Employee Relationship. Neither Party's personnel shall be deemed to be employees of the other Party. Each Party and its Affiliates shall be solely responsible for the payment of all compensation to its employees, including provisions for employment taxes, workmen's compensation and any similar taxes associated with employment of its personnel. A Party's employees shall not be entitled to any benefits paid or made available by the other Party to its employees.

11.2 Non-Solicitation Obligations. During the term hereof and for a period of twelve (12) months thereafter, neither Party shall, directly or indirectly, solicit for employment or employ, or accept services provided by, (i) any employee of the other Party (including employees of Cognizant's Affiliates); or (ii) any former employee of the other Party (including former employees of Cognizant's Affiliates) who performed any work in connection with or related to the Services.

11.3 Subcontractors and Third Party Providers. In addition to the right to engage Affiliates to provide Services as specified hereunder, Cognizant may engage non-Affiliate third parties which will be responsible for providing a portion of the Services that Cognizant provides to Client (such as field services and end user support) where such services are not dependent on a product being provided by such third party ("Subcontractors"), provided that such Subcontractors have executed appropriate confidentiality agreements with Cognizant. Cognizant may also (i) engage vendors providing equipment or software (and services in support of such equipment or software) to support the provision of Services and/or (ii) subcontract for third party services or products that are not principally dedicated to performance of Services for the Client, which are not material to a function constituting a part of the Services, do not result in a material change in the way Cognizant conducts its business, or are composed of small scale temporary labor (collectively, "Third Party Providers"). For the avoidance of doubt, Third Party Providers shall not be deemed "Subcontractors" as such term is defined under this Section 11.3. Cognizant may engage such Third Party Providers pursuant to such Third Party Providers' standard terms and conditions. Client shall agree in writing to be bound by the Third Party Providers' standard terms and conditions to the extent necessary, if at all, for Client to (iii) be able to use of the relevant Third Party Provider's product or services in connection with its receipt of the Services and/or (iv) make use of any of the Services supported by such Third Party Provider's product/services. No engagement of Subcontractors or Third Party Providers hereunder will relieve Cognizant from any of its obligations under this Agreement.

11.4 Nondiscrimination. To the extent applicable to Services under this Agreement, Cognizant shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

12. TERM AND TERMINATION.

12.1 **Term**. The Agreement is effective as of the date on the Agreement and shall continue in effect for an initial term ending three years thereafter. The Agreement shall thereafter continue in effect for successive one-year terms, unless not later than sixty (60) days prior to the end of the then-current term, either party shall notify the other that the Agreement shall expire, in which event the Agreement shall expire on the last day of the then-current term (except with respect to any Statement of Work for which the term set forth in such Statement of Work has not yet been completed, which Statement of Work shall continue until expiration or termination).

12.2 Non-Appropriations. This Agreement shall be subject to cancellation upon thirty (30) days prior written notice without damages or further obligations if funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year. Client will provide sufficient documentation to evidence non-appropriation upon Cognizant's request.

12.2 **Termination or Suspension**. This Agreement may be terminated in whole or in part by either Party (the "non-breaching party") upon written notice to the other Party if any of the following events occur by or with respect to such other Party (the "breaching party"): (i) the breaching party commits a material breach of any of its obligations hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such breach or fails to reach an agreement with the non-breaching party regarding the cure thereof; or (ii) any insolvency of the breaching party, any filing of a petition in bankruptcy by or against the breaching party, any appointment of a receiver for the breaching party, or any assignment for the benefit of the breaching party's creditors. In addition to any right to terminate as provided in this Agreement, the Parties agree that in connection with any dispute for which Client withholds the payment of charges pursuant to this Agreement, if the total amount being disputed (other than amounts in dispute resulting from clear billing errors of Cognizant), plus any amount that is undisputed but past due and any interest that has accrued thereon, exceeds the amount of fees billed by Cognizant in the then-prior three-month period (the "Disputed Amount Threshold"), Cognizant may, without liability to Client or its Affiliates, with at least 30 days' prior written notice to Client, suspend the further delivery of Services that are not paid for in advance until all payment disputes are resolved using the dispute resolution process set forth in this Agreement. If Client pays the Disputed Amount, Cognizant shall promptly recommence performance of the Services and all Cognizant timing obligations and delivery commitments under this Agreement and/or each applicable SOW shall be extended by the number of days between the date of suspension and the date Cognizant recommences performance of the relevant Services.

12.3 **Payment upon Termination**. Upon termination, Cognizant will be entitled to recover payment for all Services rendered through the date of termination (including for work in progress), and in the event of termination of this Agreement, in whole or in part, by Cognizant pursuant to this Section 12, Cognizant will also be entitled to recover those reasonable costs incurred in anticipation of performance of the Services to the extent they cannot reasonably be eliminated.

12.4 Survival. In the event of termination or upon expiration of this Agreement, Sections 3, 5, 6, 8, 9 (subject to the expiration of any warranty period), 10, 11, 12, and 13 hereof will survive and continue in full force and effect.

13. MISCELLANEOUS.

13.1 Governing Law. This Agreement will be governed by the laws of the State of South Carolina, without reference to the principles of conflicts of law. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any State having jurisdiction. In addition, the provisions of the Uniform Computerized Information Transaction Act and United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

13.2 Dispute Resolution.

In the event of any dispute, controversy, or claim of any kind arising out of or relating in any way to this Agreement or the breach thereof (each a "Dispute"), the Party claiming a Dispute shall send a written notice to the other Party describing the basis for the Dispute and the requested remedy, and inviting the other Party to have its executive confer with a named executive of the claiming party to attempt to negotiate a resolution. If further dispute resolution is needed, a non-binding mediation may be utilized. Otherwise any further dispute resolution shall be handled by the judicial process in South Carolina. To the fullest extent permitted by law, each Party irrevocably waives all rights to a trial by jury.

13.3 Binding Effect and Assignment. Neither Party may assign or otherwise transfer any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, except either Party may, upon prior written notice to the other Party (but without any obligation to obtain the consent of such other Party), assign this Agreement or any of its rights hereunder to any Affiliate of such Party, or to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets or business of such Party, if such entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assignees.

13.4 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

13.5 Notices. All notices required by this Agreement will be given in writing to the other Party and delivered by registered mail, international air courier, facsimile, or the equivalent. Notices will be effective when received as indicated on the facsimile, registered mail, or other delivery receipt. All notices will be given by one Party to the other at its address stated on the first page of this Agreement unless a change thereof previously has been given to the Party giving the notice.

13.6 Amendments and Waivers. This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties. No waiver by either Party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the Party giving such waiver. No waiver by either Party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

13.7 **Severability**. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

13.8 **Counterparts**. This Agreement and each Statement of Work may be executed in several counterparts and by facsimile signature, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. A telecopy signature shall be as legally effective as an original signature.

13.9 **Entire Agreement**. This Agreement and all Statements of Work attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersede all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

13.10 **Press Releases and Announcements**. Either Party may make any public disclosure it believes in good faith is required by applicable law, regulation or stock market rule (in which case the disclosing party shall use reasonable efforts to advise the other Party and provide it with a copy of the proposed disclosure prior to making the disclosure).

13.11 **Headings**. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

13.12 **Consents and Approvals**. Except where expressly provided as being in the discretion of a Party, where approval, acceptance, consent or similar action by either Party is required under this Agreement or the applicable Statement of Work, such action shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, Cognizant and Client have caused this Agreement to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED	**RICHLAND COUNTY, SOUTH CAROLINA**
Signature:__________________________	Signature:__________________________
Print Name:________________________	Print Name: ________________________
Title:______________________________	Title: ______________________________

Solely for the purpose of acknowledging that CTS US may perform local services in the United States of America in accordance with Section 1.1:

COGNIZANT TECHNOLOGY SOLUTIONS U.S. CORPORATION

Signature:_____________________________

Print Name:_____________________________

Title:__________________________________

EXHIBIT A

DATA PROTECTION AGREEMENT

This Data Protection Agreement (this "**DPA**"), is entered into by and between **Cognizant Worldwide Limited** (collectively with its Affiliates, "**Cognizant**") and **Richland County, South Carolina** ("**Client**") (each a "**Party**" and collectively, "**Parties**"), pursuant to the terms and conditions of the Master Services Agreement (the "**Agreement**") effective ______ between the Parties.

General Data Protection Terms

1. Introduction.

1.1. Order of Precedence. This DPA is part of the Agreement, and the terms of this DPA are in addition to, and not in lieu of, the terms in the Agreement. The terms of this DPA shall prevail over any conflicting terms in the Agreement's other sections.

2. Definitions.

2.1. In this DPA:

a. "**Access**" or "**Accessing**" means to access, view, alter, use, process, transfer, store, host, disclose, erase, destroy, or dispose of Protected Data, and includes any operation or set of operations performed upon Protected Data, whether or not by automated means.

b. "**Applicable Laws**" means the privacy, data security, and data protection laws, directives, regulations, orders, and rules in the jurisdiction(s) applicable to the Cognizant and/or the Services provided under the Agreement.

c. "**Applicable Standards**" means government standards, industry standards, and commercially reasonable practices related to privacy, data security or data protection that are applicable to Cognizant and the Services provided under the Agreement, or such other standards as otherwise agreed to by the Parties and specifically set forth in an applicable Statement of Work or other written agreement.

d. "**Authorized Person(s)**" means the individual(s) to whom Client or Cognizant has granted Access to Protected Data.

e. "**Employee Personal Data**" means the Personal Information of the personnel of Cognizant, Cognizant's Affiliates, or Cognizant subcontractors or other representatives.

f. "**European Data Protection Legislation**" means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**General Data Protection Regulation**"), including any applicable delegated acts adopted by the European Commission and any applicable national legislation made under or otherwise adopted by Member States of the EEA pursuant to specific rights or powers contained within the General Data Protection Regulation, together with any replacement legislation or any equivalent legislation of any other applicable jurisdiction and all other applicable laws and regulations in any relevant jurisdiction relating to the processing of personal data and privacy.

g. "**include**" or "**including**" means including but not limited to.

h. "**Personal Data**" means: any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person.

i. "**Personal Information**" means: (i) information relating to an identified or identifiable individual in any form or medium; (ii) information related to an identified or identifiable individual that is protected under Applicable Law (including Personal Data); or (iii) information that is not specifically about an identified or identifiable individual but, when combined with other information, may identify an individual. In the event that the definition of Personal Information in this DPA is inconsistent with a definition of Personal Data, Personal Information, or similar concept under an Applicable Law, then the definition of such concept under the Applicable Law shall prevail solely to the extent of the inconsistency.

j. "**Protected Data**" means the Personal Information to which Client has granted Cognizant access for the performance of Cognizant's obligations under the Agreement.

k. "**Security Incident**" means the unauthorized or unlawful destruction, loss, alteration, or disclosure of Protected Data caused by Cognizant's breach of this DPA. Security Incidents will not include unsuccessful attempts to Access Protected Information or to interfere with system operations in an information system, such as "scans" or "pings" on a firewall.

l. "**Security Standards**" has the meaning set forth in Section 5 of this DPA.

2.2. All capitalized terms that are not expressly defined in this DPA will have the meaning given to them in the Agreement. All examples are illustrative and not the sole or exclusive examples of a particular concept.

3. General Obligations.

3.1. Compliance. Cognizant agrees that, during the period in which Cognizant has been given Access to Protected Data, it will comply with its obligations under Applicable Laws. Cognizant will provide commercially reasonable information, assistance, and cooperation regarding the processing of Personal Information as Client may reasonably require to enable Client to comply with Applicable Laws, including (when required by Applicable Laws) assisting Client (at Client's expense) with its security, notification, communication, recordkeeping, and reporting obligations under Applicable Laws.

3.2. Purpose Limitation. Cognizant agrees that it will Access Protected Data: (i) in accordance with the lawful, written instructions of Client (provided such instructions are reasonable and provided that Client shall be responsible for any material costs incurred by Cognizant in order to comply with such documented instructions); (ii) for the proper management and administration of Cognizant or to carry out Cognizant's legal responsibilities under Applicable Laws; and (iii) to fulfill its obligations under the Agreement and the relevant Statement(s) of Work.

3.3. International Transfers of Personal Information. When applicable, and where required by Applicable Laws, the Parties agree to execute appropriate data transfer agreements to ensure the lawfulness of cross-border transfers of Personal Information.

3.4. Duty of Confidentiality. Cognizant agrees that Authorized Persons to whom Cognizant has granted Access to Protected Information will be subject to a duty of confidentiality (whether such duty is contractual, statutory, or otherwise).

3.5. Individual Rights. Cognizant will reasonably assist the Client to fulfill or resolve an individual's request for access to his or her Personal Information, including with respect to a request from a data subject to exercise any of his or her rights under Applicable Laws (including the rights of access, correction, blocking, objection, erasure and data portability, as applicable). If Cognizant receives such a request directly from the individual(s), Cognizant will promptly inform Client of the request.

3.6. Prohibited Personal Information. Client will not provide Cognizant with Access to Personal Information that contains any special categories of Personal Data or information related to criminal convictions and offenses that are not expressly disclosed in the relevant SOW(s).

4. Obligations for Special Categories of Personal Information.

4.1. European Data Protection Requirements. If Cognizant or a Cognizant Affiliate: (i) is established within the European Economic Area ("**EEA**"), Switzerland, or the UK and processes Personal Data of EEA or UK data subjects on behalf of Client or a Client Affiliate as part of the Services; (ii) processes Personal Data on behalf of a Client Affiliate established in the EEA, Switzerland, or the UK as part of the Services; or (iii) processes the Personal Data of data subjects located in the EEA, Switzerland, or the UK on behalf of the Client or a Client Affiliate as part of the Services, then the Parties will enter into additional EU-specific data privacy terms with respect to the Services that involve processing of such Personal Data.

4.2. HIPAA. If and to the extent Cognizant has Access to Protected Health Information as defined at 45 C.F.R. §160.103 ("**PHI**") subject to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), then the Parties shall enter into a mutually agreeable Business Associate Agreement subject to the provisions of the Agreement.

5. Security Standards.

5.1. Minimum Security Standards. Cognizant agrees to implement and maintain commercially reasonable and appropriate administrative, technical, organizational, and physical controls designed to provide a level of security appropriate to the risk and to protect the confidentiality, integrity, and availability of Protected Data ("**Security Standards**"), including: (i) controls designed to secure facilities, infrastructure, data centers, servers, hard copy files, systems, equipment, applications, and devices used to Access Protected Data, including controls to monitor, prevent, detect, and respond to Security Incidents; (ii) policies and practices limiting Access to Protected Data only to Authorized Persons; and (iii) procedures to regularly assess and evaluate the effectiveness of the Security Standards.

5.2. Training. Cognizant will provide privacy and security training for all Authorized Persons who Access Protected Data.

5.3. Client Responsibility for Employee Personal Data. To the extent that Client has Access to Employee Personal Data, Client shall implement and maintain, in compliance with Applicable laws, a data privacy and security program to protect Employee Personal Data to a standard materially the same as those required of Cognizant hereunder. Client shall collect only the minimum necessary amount of Employee Personal Data to comply with Client's obligations under Applicable Laws.

6. **Return and Disposal of Protected Data.** Upon the earlier of Client's written request or termination or expiration of the Agreement, Cognizant will securely destroy or, at Client's expense, return the Protected Data in accordance with Client's reasonable written instructions. Cognizant agrees to return or destroy Protected Data within ninety (90) days of receipt of Client's written request or expiration or termination of the Agreement, as applicable; provided, however, that Cognizant may retain copies of Protected Information that Cognizant is legally required to retain, subject to a continued obligation to hold the same in confidence in accordance with this Agreement.

7. **Security Incident Response.**

7.1. Security Incident Response Program. Cognizant will maintain an incident response program in compliance with Applicable Laws to respond to Security Incidents.

7.2. Notice, Investigation, and Remediation. In the event of a Security Incident, Cognizant will notify Client without undue delay (and in no event more than seventy-two (72) hours after confirmation of the Security Incident). This notification will include, to the extent know at the time notice is sent: (i) a description of the Security Incident; (ii) the categories and types of Protected Data affected; and (iii) if applicable, the categories and number of data subjects and individual records affected. Additionally, Cognizant will promptly investigate and remedy the Security Incident, take commercially reasonable steps to mitigate the effects of the Security Incident and to prevent further Security Incidents, and take other actions required of it by Applicable Laws.

7.3. No Unauthorized Statements. Except as required by Applicable Laws, neither Party will make public statements concerning a Security Incident that references or identifies either Party, unless both Parties have provided express written consent for any such statement prior to its release.

8. **Change in Law**. If an Applicable Law becomes effective after the execution of this DPA and is inconsistent with the terms of this DPA or otherwise requires the Parties to amend this DPA or change the Services, the Parties agree to enter into good faith negotiations to make

required changes to the Security Standards, the Services, and/or to amend this DPA or the Agreement.

9. **Survival.** Cognizant's obligations under this DPA will survive termination or expiration of the Agreement and/or completion of the Services solely to the extent Cognizant is required to Access Protected Data.

IN WITNESS WHEREOF, Cognizant and Client have caused this DPA to be signed and delivered by their duly authorized officers, all as of the date first herein above written.

COGNIZANT WORLDWIDE LIMITED	**RICHLAND COUNTY, SOUTH CAROLINA**
Signature:____________________________	Signature:____________________________
Print Name:__________________________	Print Name: __________________________
Title:________________________________	Title: ________________________________

Prepared For:
Richland County, South Carolina

Statement of Work
Workday Deployment Services

COLLABORATIVE SOLUTIONS
A Cognizant Company

Preparation Date: August 26, 2022

STATEMENT OF WORK

FOR

WORKDAY DEPLOYMENT SERVICES

This Statement of Work ("SOW") is made effective on the 3rd day of October 2022 (the "SOW Effective Date") by and between Richland County, South Carolina ("Client"), having its principal place of business at 2020 Hampton Road, Columbia, SC 29201 and Collaborative Solutions, LLC, a limited liability company ("CSLLC"), an Affiliate of Cognizant Worldwide Limited ("Cognizant"), having its principal place of business at 11190 Sunrise Valley Drive, Suite 110, Reston, VA 20191 for Services scheduled to begin on October 3, 2022 ("Start Date") and expected to end on November 10, 2023.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the [INSERT AGREEMENT NAME] by and between Cognizant and Client dated as of [AGREEMENT EFFECTIVE DATE] (the "Agreement"). All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

Commented [HM1]: Client – to be confirmed upon MSA execution

1.0 Scope of Work ("Scope")

The Scope set out below describes the limits of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, and training which will be a part of the project.

1.1 Organization Scope

1.1.1 Person Population

Population Type	Count
Active Employees	Two thousand three hundred (2,300)
Contingent Workers	Up to three hundred (300)
Terminated Workers	Up to two hundred (200)
Retirees	Up to five hundred (500)

Region	Countries
North America	United States of America

1.1.2 **Language:** All communication, documentation, data, and deliverables will be in English.

1.1.3 **Currency:** United States Dollars ("USD").

1.1.4 **Security:** Single sign-on and activation of Workday Factory delivered security groups.

1.2 Functionality Scope

The following Functional Areas will be configured within the Workday application. This project is being deployed using CSLLC's Cynergy methodology.

Functional Area	Location Scope
HUMAN CAPITAL MANAGEMENT ("HCM")	
HCM: Core	United States of America
Compensation: Core	United States of America
Benefits	United States of America
Talent & Performance Management	United States of America
Recruiting	United States of America
Learning Management	United States of America
Peakon Employee Voice	United States of America
Absence Management	United States of America
Time Tracking	United States of America
Scheduling	United States of America
Payroll	United States of America
FINANCIALS	
Core Financial Management, Accounting, and Finance	United States of America
Financial Accounting	United States of America
Budgets	United States of America
Banking and Settlement	United States of America
Procurement	United States of America
Inventory	United States of America
Supplier Accounts	United States of America
Business Assets	United States of America
Expenses	United States of America
Revenue Management	United States of America
Project and Work Management	United States of America
Grants Management	United States of America
Planning	United States of America

Functional Area	Location Scope
CROSS-FUNCTIONAL	
Prism	United States of America
People Analytics	United States of America
Mobile Solutions	United States of America
Employee Self-Service	United States of America
Manager Self-Service	United States of America

Configuration of the Functional Areas above will be limited to the functionality Scope contained in Appendix D of this SOW.

1.3 Prism Use Case(s)

Worker History

Load data from legacy Human Resources system into Prism to provide reporting on compensation changes, job changes, and worker data for non-converted prior employees. Prism to ingest, transform, and publish data to produce a reportable data source for worker history.

Financial History

Up to one hundred seventy five (175) hours to assist Client to load data from legacy Financials system into Prism to provide transaction-level reporting for the General Ledger, Accounts Payable, and Accounts Receivable modules and summary-level Budget history. Will also include Supplier/Customer records from legacy system. Prism to ingest, transform, and publish data to produce a reportable data source for general ledger history, budget history, accounts payable history, accounts receivable history, legacy suppliers, legacy customers.

1.4 Data Conversion Scope

Four (4) tenant builds are included in the Scope of this SOW. Data from Client's copy of current production systems will be converted into Workday during each of the conversion cycles without data scrambling or masking. Data scrambling or masking is not included in the Scope of this SOW, except for email addresses for all person types which will be masked until the Gold/pre-production build. The tenant builds for this SOW include:

- Foundation tenant morphs to Configuration tenant (the Configuration tenant consists of up to three (3) Workset Data Loads)
- End-to-end tenant
- Parallel tenant
- Gold/pre-production tenant

The Data Conversion Scope is further detailed in Appendix E. Cynergy data validation reports will be provided as a starting point for data conversion files. Minor modifications will be necessary for Client specific requirements of additional data points; however, any additional changes to the delivered reports will require a fully executed Project Change Order Form ("Change Order").

1.5 Interfaces/Integrations Scope

The integrations listed in Appendix B are included in the Scope of the project. Below is a summary of the integration counts.

Integrations	Owner	Cloud Connect	Enterprise Interface Builder/Document Transformation Service	Workday Studio	Other
	CSLLC	**Thirteen (13)**	**Two (2)**	**Five (5)**	**Seven (7)**
	Client	**Zero (0)**	**Six (6)**	**Zero (0)**	**Zero (0)**

1.6 Report Scope

All Workday delivered standard reports associated with the Scope listed in Section 1.2 are included in the Scope of the project. If CSLLC has included assistance for additional custom reporting support and training as part of CSLLC's estimate, it will be identified in the pricing section of this SOW.

Any specific custom reports listed in Appendix B are included in the Scope of the project.

1.7 End User Organizational Change & Training ("OC&T") Scope

As they relate to the applications, areas, and events specified in Sections 1.1 and 1.2 above, CSLLC will complete OC&T Services. Specific Services and tasks to be performed by CSLLC and the Client are detailed in Section 2.0 below. All OC&T activities, communication, materials, and deliverables will be conducted and/or produced in English.

2.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the Client.

Stage	CSLLC Services	Client Responsibilities
Strategy	• Assemble the CSLLC project team for Strategy stage • Conduct Strategy planning sessions	• Assemble the Client project team for Strategy stage • Attend Strategy planning sessions

Stage	CSLLC Services	Client Responsibilities
	• Schedule Strategy meetings and provide status reporting • Participate in weekly project meetings • Jointly schedule Strategy workshops • Conduct Strategy Map session • Define Project Governance and Decision-making Model • Conduct Data Conversion Readiness Session • Conduct Foundation Data Assessment sessions • Conduct Workday Technology, Enterprise Architecture and Reporting sessions • Executive summary • Provide stage sign-off document	• Attend weekly project meetings • Jointly schedule Strategy workshops • Provide input into Strategy Map session • Participate in Project Governance and Decision-making sessions • Participate in Data Conversion Readiness Session • Participate in Foundation Data Assessment sessions • Participate in Workday Technology, Enterprise Architecture and Reporting sessions • Provide input into executive presentation summary • Provide stage sign-off document
Plan	• Assemble the CSLLC project team • Deliver discovery templates (deployment discovery questionnaire, integration discovery document) to Client • Establish a regular cadence of status report and governance meetings including a monthly steering committee meeting • Jointly schedule planning sessions • Create the integration tracker (dashboard) • Conduct functional and technical project planning sessions • Create the Project Plan • Create the Project Charter • Create baseline tenant management plan • Identify initial risks and recommendations to reduce risk • Participate and support the project kickoff meeting • Conduct data and reporting readiness workshops • Provide the sample data conversion and validation Strategy template;	• Identify and provide project team and project Subject Matter Experts (“SMEs”) • Identify stakeholders, sponsors, and system administrators • Participate in functional and technical planning sessions • Establish and attend monthly Steering Committee meetings including CSLLC Engagement Manager (“CSLLC EM”) • Provide input into the Project Plan • Provide input into the Project Charter • Participate and provide input into data, reporting, and integration readiness workshops • Participate in integration planning session • Prepare for and Lead project kick off meeting • Provide plan and policy documents • Provide integration requirements and existing sample files

Stage	CSLLC Services	Client Responsibilities
	advise on development of the Data Conversion Strategy & Plan • Provide data conversion and configuration workbooks • Assist with questions regarding mapping of data to Workday data model • Jointly schedule architect workshops • Conduct Foundation Data Model ("FDM") Architect sessions • Jointly schedule Architect workshops • Jointly create the executive presentation for project kickoff meeting • Provide Test Strategy sample template; advise on development of the Test Strategy • Build Foundation Tenant • Work with Client to set up CSLLC's secure transfer site for sharing confidential/private employee data • Load Client data for Foundation/Configuration tenant • Provide feedback regarding potential data issues and exceptions from the Foundation/Configuration build • Schedule and conduct Project Initiation Checkpoint Workday Delivery Assurance review • Provide stage sign-off document	• Notify third-party vendors for integrations and obtain agreement to project timelines • Provide third-party vendors contact information • Develop data conversion Strategy and test Strategy plan • Participate and provide input to OC&T Strategy workshop • Complete data gathering and configuration workbooks and submit to CSLLC's secure transfer site • Review and approve project governance, Strategy map, readiness workshop output and change Strategy (plan stage deliverables) • Participate in executive readout of plan stage deliverables • Jointly identify initial risks and recommendations to reduce risk • Initiate process of receiving requirements to third-party vendors • Receive integration requirements from third-party vendors • Confirm Client Support Contact • Develop training plan for project resources • Identify key resources to complete Workday training • Complete Workday training including workbook, integration, and functional training • Jointly create the executive presentation for project kickoff meeting • Provide plan and policy documents • Work with CSLLC to set up CSLLC's secure transfer site for sharing confidential/private employee data

Stage	CSLLC Services	Client Responsibilities
		• Provide implementation tenant for exclusive use on this project • Jointly schedule architect workshops (SMEs planning for design) • Sign off on stage
Architect & Configure	• Manage the Project Plan • Participate in weekly one (1) hour project management meetings • Provide weekly status report • Co-lead monthly Steering Committee status meetings • Conduct weekly one (1) hour workstream meetings as needed • Develop initial change impact document based on Plan readiness sessions then transition change impact document to Client to own and maintain change impacts in architect and Workday Customer Confirmation Sessions ("CCS") • Conduct iterative workset design and playback workshops • Develop the CSLLC assigned integration design approach documents; advise Client on development of design approach documents for Client assigned integrations • Provide the data-gathering workbooks for the configuration tenant • Deliver the initial functional design documentation for sign off • Assist with questions regarding mapping of data to Workday data model • Build configuration tenant Provide exception reports/issues log from tenant build • Deliver Cynergy tenant validation reports and support validation efforts of configuration tenant	• Provide input to the project plan • Participate in weekly project and workstream meetings • Co-Lead steering committee meetings • Provide project SMEs for iterative workset design and playback workshops • Participate in iterative workset design and playback workshops • Assist in clarifying configuration requirements • Review and approve initial change impact document then own and maintain for duration of project • Conduct integrations Architect workshop (design sessions) for Client assigned integrations • Develop Client assigned integration design approach documents • Agree to integration design approach documents (after detailed design review sessions) • Review and sign off on functional design documents • Finalize Data Conversion Strategy and Plan • Update data-gathering workbooks for configuration tenant • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the configuration tenant

Stage	CSLLC Services	Client Responsibilities
	• Provide baseline end-to-end Test templated scenarios to Client for review and use determination • Conduct smoke test for configuration tenant • Begin functional knowledge transfer process during configuration tenant smoke testing • Jointly conduct CCS • Develop CSLLC assigned integrations • Conduct smoke testing of integrations developed by CSLLC • Create Integration operations instruction guides for CSLLC assigned integrations • Update functional design documents • Provide smoke test scenarios from architect workshops and advise on Client defined test scenarios • Provide input on test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Review Client defined test scenarios for end-to-end and production dress rehearsal • Design, develop and smoke test CSLLC assigned reports • Deliver final CSLLC maintained design workbooks to Client at the end of the stage • Assist with questions regarding mapping of data to Workday data model • Build of end-to-end tenant • Provide exception reports/issues log from end-to-end tenant build • Deliver Cynergy tenant validation reports and support validation efforts of end-to-end tenant • Provide stage sign-off document	• Provide Client personal data/personally identifiable information for configuration tenant and submit to CSLLC's secure transfer site • Validate configuration tenant build • Review and resolve issues from exception reports • Review existing reports and confirming which Workday report will meet these needs and identifying any necessary custom reports as part of the Architect & Configure stage • Finalize Test Strategy • Develop catch-up data transaction entry approach • Define and document test plan and test scenarios (end-to-end and regression) • Jointly conduct CCS • Develop Client assigned integrations • Conduct unit testing of configuration • Conduct smoke testing of integrations developed by Client • Create integration operations guides for all Client assigned integrations • Review integration smoke test results and final integration design to provide signoff of integrations ready for end-to-end testing • Participate in functional knowledge transfer during configuration tenant unit testing • Define and implement test management processes and tools including defect management, status tracking/reporting and daily test status meetings • Develop comprehensive cross-functional scenarios from smoke

Stage	CSLLC Services	Client Responsibilities
		and/or end-to-end Test templated scenarios provided by CSLLC • Review and finalize test scenarios, test scenario assignments and detailed daily test plan • Train and prepare testers for testing • Develop material to be presented at the Test Kickoff meeting • Design, develop and unit test Client assigned reports • Sign off on functional design documents • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the end-to-end tenant • Provide Client personal data/personally identifiable information for end-to-end tenant and submit to CSLLC's secure transfer site • Validate end-to-end tenant build • Review and resolve issues from exception reports • Sign off on stage
Test	• Manage the project plan • Conduct weekly project meetings and workstream meetings • Co-lead Steering Committee meetings • Participate in test kickoff session • Conduct one (1) hour navigation review per workstream, at start of test cycle • Create integrations schedule recurrence tracker • Support integration defect resolution for CSLLC assigned integrations	• Participate and provide input into sustainment plan workshop • Participate and provide input to User Experience Design workshop and own execution of User Experience session(s) • Provide input to the project plan • Participate in weekly project meetings and workstream meetings • Co-lead Steering Committee meetings • Lead test kickoff session • Lead daily end-to-end and parallel test meetings

Stage	CSLLC Services	Client Responsibilities
	• Provide functioning CSLLC assigned interfaces per the test plan • Prepare and conduct production dress rehearsal - user experience sessions • Prepare and conduct production dress rehearsal – governance & engagement • Prepare and conduct production dress rehearsal – support operations • Coordinate the first Workday product release during the project along with knowledge transfer for the Client to manage subsequent updates • Participate in one (1) thirty (30) minute daily end-to-end or parallel test status meeting, limited to one (1) CSLLC functional workstream consultant and one (1) CSLLC integration consultant, if applicable for workstreams where there is an open issue • Conduct up to five (5) one (1) hour knowledge transfer meetings, per workstream • Resolve CSLLC assigned test incidents; advise Client in resolution of Client assigned test incidents • Assist with questions regarding mapping of data to Workday data model • Build of parallel tenant • Provide exception reports/issues log from parallel tenant build • Deliver Cynergy tenant validation reports and support validation efforts of parallel tenant • Support execution of two (2) payroll parallel cycles per Client defined parallel test management Strategy and success criteria • Provide sample deployment cutover plan, advise Client in developing detailed cutover plan	• Execute all test scenarios (end-to-end, user acceptance and regression) and provide test management (e.g., testing coordination, compiling scenarios, reporting metrics, etc.) • Resolve Client assigned test incidents • Support integration defect resolution for Client assigned integrations • Provide functioning Client assigned interfaces per the test plan • Coordinate, plan and participate in production dress rehearsal - user experience sessions • Coordinate, plan and participate in production dress rehearsal – governance & engagement • Coordinate, plan and participate in production dress rehearsal – support operations • Client SMEs to participate in knowledge transfer meetings • Develop subset or supplemental scenarios for additional testing during Test stage • Plan and execute performance testing if required by Workday • Update system configuration as required • Update design documentation (as required by internal Audit team) • Participate in the first Workday product release during the project; coordinate activities related to subsequent updates • Complete test of extraction and load process for catch-up data transaction entry • Develop extract scripts and provide validated extract data from legacy system(s) into one (1) set of data into the CSLLC prescribed data conversion

Stage	CSLLC Services	Client Responsibilities
	• Provide knowledge transfer workbook for sign off • Provide stage sign-off document	templates for load to the Workday platform for the parallel tenant • Provide Client personal data/personally identifiable information for parallel tenant and submit to CSLLC's secure transfer site • Validate parallel tenant build • Review and resolve issues from exception reports • Complete catch-up data transaction entry for parallel • Execute two (2) payroll parallel cycles per Client defined parallel test management Strategy and success criteria • Manage and sign off on all test results (end-to-end, parallel, and regression) • Develop deployment cutover plan • Complete and sign off on the knowledge transfer workbook • Sign off on stage
Deploy	• Manage the project plan • Conduct weekly project meetings and workstream meetings; participate in Steering Committee meetings • Provide the Workday Go-Live Checklist and Move-to-Production Authorization • Schedule and conduct final Workday Delivery Assurance reviews • Update integration schedule and recurrences tracker • Assist with questions regarding mapping of data to Workday data model • Build of Gold/pre-production tenant • Provide exception reports/issues log from Gold/pre-production tenant build	• Provide input to the project plan • Participate in weekly project meetings and workstream meetings; conduct Steering Committee meetings • Manage and execute to the deploy cutover plan • Develop extract scripts and provide validated extract data from legacy system(s) into a single set of data into the CSLLC prescribed data conversion templates for load to the Workday platform for the Gold/pre-production tenant • Provide Client personal data/personally identifiable information for Gold/pre-production tenant and submit to CSLLC's secure transfer site

Stage	CSLLC Services	Client Responsibilities
	• Deliver Cynergy tenant validation reports and support validation efforts of Gold/pre-production tenant • Verify migration of CSLLC assigned integrations • Schedule integrations according to the integrations schedule recurrence tracker • Schedule the transition to production support meeting with Client (held after move-to-production) • Jointly complete the Workday Go-Live announcement • Provide stage sign-off document	• Validate Gold/pre-production tenant build • Review and resolve issues from exception reports • Verify migration of Client assigned integrations • Jointly complete the Workday Go-Live announcement • Approve and sign off on the Workday Go-Live Checklist and Move-to-Production Authorization • Create and distribute the Workday Go-Live announcement • Sign off on stage
Post-Production Support	• Provide standby support after the move-to-production as defined by the number of weeks in the timeline outlined in Section 3.3 • Conduct knowledge transfer sessions for CSLLC developed integrations if required • Conduct payroll support • Conduct support for first financial period close • Provide stage sign-off document	• Implement post go-live governance support model including staffing and managing help desk • Complete catch-up data transaction entry • Make any updates to production, including final load of transactional conversion data • Sign off on stage

OC&T Services

	CSLLC Services	Client Responsibilities
Strategy Phase	• Advise on the identification of stakeholders and sponsors • Capture initial change impacts from Strategy workshops • Conduct change Strategy workshop and develop change Strategy output	• Provide counterpart to regularly collaborate with CSLLC OC&T resources • Identify stakeholders and sponsors • Attend and participate in change Strategy workshop • Review and approve change Strategy output
Organizational Change Management	• Develop OC&T timeline	• Review and approve the OC&T timeline

	CSLLC Services	Client Responsibilities
	• Advise on the ongoing identification of stakeholders, sponsors, and change champions • Provide stakeholder and readiness assessment templates • Advise on branding best practices and how to establish effective project branding • Update change impact analysis throughout Architect and Configure stage • Develop preliminary end-user communications plan • Support the development of communications, up to 50 hours of effort • Develop preliminary change champion network plan • Support change champion network activities, up to 50 hours of effort • Develop preliminary user experience sessions plan • Support user experience sessions activities, up to 20 hours of effort • Advise on change sustainment best practices	• Conduct stakeholder and readiness assessments • Establish and execute project branding • Maintain change impact analysis following the Architect & Configure stage • Maintain end-user communications plan following the Architect & Configure stage • Develop and deliver all end-user communications • Implement and lead the change champion network • Lead user experience sessions • Develop, manage, and implement change sustainment strategy & plan • Measure and report on end-user adoption
End User Training	• Develop training strategy as part of the overall change strategy • Develop initial training needs assessment and curriculum plan • Provide training prototypes • Lead development of training materials and collateral, as defined in the training needs assessment and curriculum plan, up to 400 hours total for HCM and FIN • Deliver training activities, as defined in the training needs assessment and curriculum plan, up to 100 hours total for HCM and FIN • Support the configuration of in-system guidance (help text, guided tours, etc.) up to 20 hours total for HCM and FIN • Recommend evaluation methods	• Provide end-user training counterpart to regularly interface with CSLLC's OC&T team • Provide input on the end-user training strategy • Review and approve the training needs assessment and curriculum plan • Lead development of all training materials and collateral beyond CSLLC's effort allowance • Lead and manage all training delivery beyond CSLLC's effort allowance • Provide subject-matter experts to participate in all trainings as defined in the training curriculum plan • Register training participants and track training completion • Lead development and configuration of in-system guidance (help text, guided

	CSLLC Services	Client Responsibilities
		tours, etc.) beyond CSLLC's effort allowance • Conduct training assessments • Conduct training remediation

3.0 Project Approach

3.1 Methodology

The implementation will be completed by following CSLLC's Cynergy methodology which consists of the following stages: Plan, Architect & Configure, Test, and Deploy. The specific tasks and durations to complete these tasks will be detailed in the Project Plan, Project Charter and Project Schedule which are to be developed jointly by the CSLLC EM and the Client Project Manager.

3.1.1 Delivery Model

CSLLC will deliver this implementation using the onshore Global Delivery Center ("GDC") delivery model. CSLLC is providing a project team comprised of Workday certified experts at both onshore and GDC locations that provide the knowledge required to ensure a successful implementation utilizing a combination of Client specific requirements and industry best practice.

3.2 Governance

Project Management

In the Plan stage of the project, the CSLLC EM will work with the Client Project Manager to develop a detailed Project Plan to be used to maintain project tasks and timelines. A Project Charter will be created to guide the team in maintaining Scope and project objectives. The Project Charter will also define the path of issue escalation.

Finalization of the Scope, as determined during the Plan and Architect & Configure stages, may require the project team to revise the estimates and resource requirements for the remaining stages of the project.

Change Control Process

Any additional or modified Scope of Services shall be documented in a separate written and fully executed Change Order using the template set forth in Appendix C. Such form shall include the written approval of an authorized representative of Client before CSLLC will begin any additional work or incur any charges or fees outside the Scope of this SOW. Client and CSLLC agree to the following Change Control Process when a Change Request is issued:

- **Step 1:** CSLLC will prepare a description of the necessary change including Scope, process, cost, impact to timeline, impact to resources along with a list of alternative solutions.
- **Step 2:** The Client Project Manager will review and approve or reject within his or her authority or escalate to the Executive Sponsor for review and approval or rejection.
- **Step 3:** Client will review and approve or deny additional information for all Change Requests within three (3) business days so as not to cause any unnecessary delay in the project timeline.
- **Step 4:** Any approved change request will be documented and become an addendum to this SOW.

Status Reporting

During the Plan Stage of the project, the CSLLC EM will coordinate with the Client Project Manager to establish a set of regularly scheduled meetings to present project status and risks. These will include, but are not limited to, a monthly Steering Committee meeting, a weekly Project Core Team Status meeting, weekly workstream meetings, a weekly Project Management meeting, and additional meetings, as needed. The CSLLC EM will report out at the Steering Committee and Team Status meetings on the status, activities, issues, and other relevant project information.

The monthly Steering Committee meeting will include a review of the project timeline and status, accomplishments to date, upcoming project activities and milestones, review of issues and risks requiring action from the Steering Committee members, potential changes to Scope and a review of the financials of the project. The Steering Committee will include a readout by the CSLLC EM on the state of the project; participation may be in person or remote.

A weekly Status Meeting will be held with the core team and the Client Project Manager to assess recent accomplishments, issues, risk factors and to ensure that the work planned for the next two (2) weeks is properly resourced. Risk factors and roadblocks will be assessed and either resolved or escalated. In addition to these meetings, meetings with functional teams will be scheduled to review and resolve any open issues.

All meeting agendas, status reports, steering committee presentations, issues log, project plan and the project charter will be stored on the Project Collaboration Site as referenced in Section 4.0 Assumptions & Dependencies.

Knowledge Transfer

Over the course of the project, CSLLC will conduct functional and technical knowledge transfer through iterative workset design and playback sessions, CCS, weekly workstream meetings and during the Test stage. Additional knowledge transfer will occur during the Post-Production stage as needed. To formalize knowledge transfer, CSLLC will complete and require sign off by the Client of the Knowledge Transfer workbook. CSLLC and Client will utilize the Knowledge Transfer workbook to track progress and topics during each stage. If Client requires additional knowledge transfer, this may result in a Change Order. Process documentation (e.g., operational guides and process flow diagrams) is not in Scope for knowledge transfer, except for the Integrations Operations Guide for CSLLC owned integrations.

3.3 Projected Schedule

The time required to complete the project is based on the contents of this SOW. Unless otherwise mutually agreed upon, Services under this SOW are expected to commence ten (10) business days from the date of execution by the Client and CSLLC. The estimated duration and estimated start date of each Project Stage is listed below, pending execution of this SOW and availability of Client resources and training. The Client Payroll schedule may require an adjustment on the estimated start date for the Deploy and Post-Production stages. If the Client Payroll schedule requires an adjustment, the number of weeks defined in the timeline below will determine the new stage start and end dates for the Deploy and Post-Production stages.

Client resources will attend Workday fundamentals training for the functional areas in Scope prior to the start of the Architect & Configure stage, and Client resources which are assigned to design/build integrations (as indicated in the integrations Scope) will complete the required Workday training (report writing, calculated fields, and integration-related classes) prior to the start of the Architect & Configure stage. If training is not attended, this could result in a significant impact to the time and cost of the project.

The project will be completed in one (1) phase – as presented below. The timeline for the project is as follows:

Project Timeline								
	Strategy	Plan	Architect & Configure	Test	Parallel	Deploy	Post Production	Total Weeks
Weeks	4	7	20	12	6	5	6	58
Start	10/3/2022	10/17/2022	12/5/2022	4/24/2023	7/17/2023	8/28/2023	10/2/2023	
Finish	10/28/2022	12/2/2022	4/21/2023	7/14/2023	8/25/2023	9/29/2023	11/10/2023	

Note:

- This project runs for fifty-eight (58) weeks as the Strategy and Plan stages overlap by two (2) weeks.
- Integrations will be developed based on a timeline dependent on the batches defined in the integrations planning sessions and third-party vendor availability.
- Functional architect hours are assumed to be heavier in the Architect & Configure stage and will reduce to high level oversight following CCS.

4.0 Assumptions & Dependencies

The Services, Labor Estimates, and Project Pricing presented in this SOW are dependent on the following assumptions being true:

Client will:

a. Timely complete each item listed as a Client Responsibility in Section 2.0.

b. Have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.

c. Have the necessary resources available in each stage, according to how they are identified in the staffing and project plans. Resources will be empowered and capable of making decisions on behalf of the Client. Resources will include, but are not to be limited to, functional and technical leads, and applicable business process and SMEs. If resource and/or priority conflicts occur, they will be discussed and resolved with the project Steering Committee.

d. CSLLC resource availability and overall staffing approach are determined by the jointly created project plan.

e. Provide all required technology needs, connectivity, and network access to all relevant Client applications necessary for the deployment. The CSLLC consultants will have access to software including security rights and passwords where required in order to complete the deployment.

f. CSLLC resources will provide their own laptops. If Client owned laptops or virtual machines are required to be used, this may result in a Change Order.

g. Be responsible for workstation compliance to Workday's minimum requirements. Client has determined their technical needs will be met, and internal systems and policies, as well as third-party vendors, are compatible with Workday. Any technical issues which may arise during implementation are to be resolved by Client.

h. Lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client. Client understands that third-party vendors could impact project timelines.

i. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.

j. Use CSLLC provided central repository solution for non-sensitive project document sharing and CSLLC's secure transfer site for the secure exchange of sensitive Client employee data with the CSLLC project team.

k. Be responsible for any job catalog and/or compensation restructuring efforts, with initial draft of restructure completed by the start of project. If support is needed from the CSLLC project team and/or these milestones are not met, this may result in an increased timeline and level of effort.

l. Perform all the Client responsibilities in the stages identified, and per the project plan including but not limited to sign off at the completion of each stage, provision of data files, provision of test scenarios, execution of test scenarios and integration testing.
m. Be solely responsible for testing and any move-to-production activities, which shall include configuration, business processes, data, reports and integrations. Client will provide written acceptance of test results to CSLLC prior to any move-to-production.
n. In the event CSLLC is required to assist Client with move-to-production activities, Client will provide written approval if CSLLC's assistance is required during Client's move-to-production activities. Upon completion of move-to-production activities, Client will verify production results and shall be solely responsible for production accuracy. Client shall provide written acceptance to CSLLC after such move-to-production activities have been completed.
o. Adhere to the outlined meeting schedules defined in the Section 2.0 Services and Responsibilities table; any variation could result in an impact to cost and timeline.
p. Coordinate participation from key stakeholders and project team to attend a single CSLLC led Architect Session and CCS per functional area. If additional workshops or sessions are needed, the Client Project Manager will work with the CSLLC EM to determine impact to project and timeline.
q. Use CSLLC tools and templates. If the Client requires CSLLC to utilize Client specific/owned tools and templates, the Client Project Manager will work with the CSLLC EM to determine impact to project.
r. Processing of payroll occurs out of a centralized office for all locations included in the payroll Scope.
s. Gathering of payroll requirements and testing will be owned by a centralized office for all locations included in the payroll Scope.
t. Knowledge Transfer will be delivered to a key resource and the Client is responsible for training their payroll organization.
u. If 1099 tax elections and payroll processing are required, those will be handled by a third-party vendor or the Client's accounts payable department. Workday does not currently support 1099 tax elections or processing as part of the core Workday payroll module.
v. Payroll commitments, payroll obligations, and position budgets are not included in the Scope of this SOW.
w. Client is responsible for payroll compliance review with internal or external counsel.
x. Delivered Workday Fair Labor Standards Act (FLSA) standard forty (40) hours per week functionality will be used.
y. Active Withholding Orders to be entered manually by Client.
z. Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.
aa. Client will use the Federal and State Tax Reporting portals for tax reporting purposes utilizing Workday's standard tax reports.

Integration Assumptions

a. Client integration functional owners are available for integration discovery and design sessions throughout the Plan and Architect and Configure stages.
b. Client integration resources are Workday trained before they are assigned integration development access in implementation tenants.

c. Client/third-party vendor design meetings for all CSLLC owned integrations will not exceed eighty-five (85) hours across all integrations. If more hours are needed, a Change Order may be required to adjust the effort.
d. CSLLC Integration team assistance for integrations assigned to Client will not exceed fifty (50) hours.
e. Requirements and specifications for all in Scope Integrations will be available by the end of the Plan Phase. If not, a Change Order will be required to adjust the timeline and effort.
f. Client integration workstream meetings will be limited to a sum of two (2) hours per week for all integration resources.
g. Inbound integrations are scoped using Workday standard fields. If Workday custom objects are needed to store data, the integration effort will need to be revised.
h. Workday required performance testing is not in Scope.
i. Requirements and specifications for all in Scope Integrations will be available at the start of Plan Phase.
j. Integrations (both CSLLC and Client owned) may be separated into batches depending on priority, critical and project timeline impacts; timelines could be adjusted due to delays in requirements or Client accessibility. Batches will have varying timelines to accommodate prioritization and Architect workshop schedules to reduce rework. Wherever possible, integrations which directly impact payroll results should be given priority to ensure applicable integrations are ready prior to the start of parallel testing.
k. Integrations dependent upon FDM may follow separate milestones and testing cycles.

Prism Assumptions

a. Client will subscribe to Workday's Prism product prior to project kick-off. Prism subscription must include sufficient data storage and published rows allowance to support the Scope of this SOW.
b. Client will identify and confirm the specific data sources to be used and the Client must have independently obtained the rights and/or permissions to use all selected data sources for the intended purpose. CSLLC does not provide any data.
c. CSLLC and Client will jointly develop an approach to handle the orphaned records where there is not a match on Workday instance.
d. All data extract files to be available via secure transfer and consumed into Prism via standard Prism secure transfer integration. REST API and Workday Studio integrations are Out-Of-Scope.
e. Data extract files will have a consistent data schema over time.
f. Client has a clear, concise, and well documented definition of any metrics needing to be derived within the Prism Analytics Workflow.
g. Client will provide any required mappings to connect imported data to necessary Workday instances (e.g., Company, Business Unit, Portfolio, Custodian, Investment Manager, Equivalent Ratings).

Authentication Assumptions

a. CSLLC will advise Client of the Workday options for a single sign-on solution and will perform the applicable authentication setup within the Workday tenant.
b. Multi-Factor Authentication ("MFA") is managed by Client and if Workday MFA setup is required this will result in an increased level of effort.

c. Client is responsible for all implementation work outside of the Workday tenant (e.g., Security Assertation Markup Language ("SAML") setup, identity server). Client will provide the appropriate resource commitments and skill sets depending on the single sign-on option selected during design.

Data Conversion Assumptions

a. Client's project team will provide a single data file to CSLLC for each template regardless of the number of legacy systems.
b. Client is responsible for data validation and mapping requirements for all data. Client will provide all translation values and mapping to CSLLC within the design configuration workbooks.
c. Client is responsible for updating, testing, and maintaining delivered data extraction scripts/accelerators to accommodate Client's specific configuration or design.
d. The CSLLC consultant project team will then load the provided information directly into the Workday tenant using Workday's web services. As data conversion is an iterative process, the Client will be responsible for all data cleanup identified during the process and is responsible for supporting multiple data extracts from the legacy systems.

Testing Assumptions

a. Client will provide a Test Lead who is responsible for overseeing test scenario creation and consolidating scenarios to be used for End-to-End, user acceptance testing, Parallel and Regression testing, managing testers, and reporting out testing metrics.
b. Client and CSLLC will implement a Change Control Process to review and approve proposed enhancements coming out of testing to identify the priority and potential impact to timeline, resources, and level of effort prior to changes being made.
c. Client will finalize and sign off on end-to-end testing prior to entering parallel testing. Exceptions must be agreed upon by CSLLC if additional end-to-end testing is required prior to entering parallel testing.
d. Testing will be completed within the time specified in the timeline.
e. Client will coordinate participation from project testers to be co-located together on a remote basis, or at a mutually agreed upon shared site if CSLLC is able to travel in accordance with its internal policies and procedures. If additional support locations are needed for testing, the Client Project Manager will work with the CSLLC EM to determine impact to project and timeline.
f. When a Workday Update occurs, the only additional changes which will be included in the project are those which are automatically required by Workday. Any additional functionality is Out-of-Scope.
g. Two (2) parallel payroll testing cycles during the parallel stage are assumed to be in the Scope of this SOW.
h. Client is responsible for providing any executive summaries for parallel reporting to the project leadership team.

Government Deployment Approach Assumptions

a. CSLLC Team will utilize pre-configuration to conduct the architect sessions in the Architect and Configure stage. The approach for the architect sessions will be to review pre-configuration and then align areas which are in Scope but are not part of the pre-configuration.
b. Business process configuration is limited to the processes defined in Appendix D.
c. The Workday pre-configured content will be leveraged as the basis for design and configuration within the Scope of this project. CSLLC will not be performing a traditional fit-gap analysis on Client business requirements. If the pre-configured tenant is not appropriate for the Client, as determined by the Client, additional professional Services may be required. The Client is ultimately responsible for verifying that the pre-configured content is appropriate.
d. Integrations to be designed to current state requirements and not reformatted during timeline unless Workday delivered templates are available for deployment. If current state is no longer supported, the effort will need to be assessed and the timeline may be impacted.

General Assumptions

a. CSLLC will operate in a global delivery model from onshore and CSLLC's GDC locations.
b. Unless the Parties agree otherwise, support hours for onshore are assumed to be within standard business hours, defined as follows, with response time based on forecasted hours:
    i. 9:00 AM Eastern Time (ET) through 5:00 PM ET.
    ii. Monday through Friday.
    iii. Excluding CSLLC holidays. A list of CSLLC holidays will be made available to the Client upon request.
c. All meetings where CSLLC's GDC consultants' involvement will be required will be scheduled between 9:00 AM ET and 1:00 PM ET.
d. CSLLC's GDC consultants, when required, will be available during the Client's business hours for key events defined as follows:
    a. Requirement workshops
    b. End-to-end testing of critical issue triage

5.0 Term and Termination

a. This SOW shall commence on the Start Date identified above and shall continue through November 10, 2023 (the "Term"), unless terminated sooner by providing CSLLC ninety (90) days' prior written notice.

6.0 Pricing

a. CSLLC will invoice and Client shall compensate CSLLC on a Fixed Fee basis as set forth in the table below for Services rendered. This price is inclusive of any and all associated charges and fees which CSLLC may experience during the fulfillment of this SOW, with the exception of Section 7.0 Expenses. Pricing is based on the schedule defined in the SOW; any changes to the schedule will require a modification in price. Invoices will be paid subject to the terms and conditions of the Agreement. Total cost of the engagement is listed in the Milestones and Events table below.
b. Payments will be made according to the following schedule.

Fixed Fee and Invoicing				
Milestone / Event	Invoice Date	Invoice Amount	CSLLC Investment	Total Invoice Amount
Strategy Stage: Strategy	11/1/2022	$ 263,844	-$4,947	$ 258,897
Plan Stage: Delivery of Plan Artifacts	12/2/2022	$ 263,844	-$4,947	$ 258,897
Architect & Configure Stage: Workset A Completion	1/6/2023	$ 263,844	-$4,947	$ 258,897
Architect & Configure Stage: Workset B Completion	2/10/2023	$ 263,844	-$4,947	$ 258,897
Architect & Configure Stage: Workset C Completion	3/17/2023	$ 263,844	-$4,947	$ 258,897
Architect & Configure Stage: Delivery of end-to-end Tenant	4/21/2023	$ 263,844	-$4,947	$ 258,897
Test Stage: Completion of Cycle One (1) Testing	5/26/2023	$ 263,844	-$4,947	$ 258,897
Test Stage: Completion of End to End Test	7/14/2023	$ 263,844	-$4,947	$ 258,897
Test Stage: Completion of Parallel Test	8/25/2023	$ 263,844	-$4,947	$ 258,897
Deploy Stage: Completion of Move-to-Production (Go-Live)	9/29/2023	$ 131,922	-$2,474	$ 129,448
Post-Production support: Completion of Project	11/10/2023	$ 131,922	-$2,473	$ 129,449
Project Total for All Phases		$ 2,638,440	-$49,470	$ 2,588,970
Estimated Expenses				$0
Grand Total				$ 2,588,970

Fixed Fee and Invoicing				
Milestone / Event	Invoice Date	Invoice Amount	CSLLC Investment	Total Invoice Amount
Project Commencement	10/3/2022	$ 527,688	-$9,894	$ 517,794
Strategy Stage: Strategy	11/1/2022	$ 395,766	-$7,421	$ 388,345
Plan Stage: Delivery of Plan Artifacts	12/2/2022	$ 395,766	-$7,421	$ 388,345
Architect & Configure Stage: Workset A Completion	1/6/2023	$ 131,922	-$2,474	$ 129,448
Architect & Configure Stage: Workset B Completion	2/10/2023	$ 131,922	-$2,474	$ 129,448
Architect & Configure Stage: Workset C Completion	3/17/2023	$ 131,922	-$2,474	$ 129,448
Architect & Configure Stage: Delivery of end-to-end Tenant	4/21/2023	$ 263,844	-$4,947	$ 258,897
Test Stage: Completion of Cycle One (1) Testing	5/26/2023	$ 131,922	-$2,474	$ 129,448
Test Stage: Completion of End to End Test	7/14/2023	$ 131,922	-$2,474	$ 129,448
Test Stage: Completion of Parallel Test	8/25/2023	$ 131,922	-$2,474	$ 129,448
Deploy Stage: Completion of Move-to-Production (Go-Live)	9/29/2023	$ 131,922	-$2,474	$ 129,448
Post-Production support: Completion of Project	11/10/2023	$ 131,922	-$2,469	$ 129,453
Project Total for All Phases		$ 2,638,440	-$49,470	$ 2,588,970
Estimated Expenses				$0
Grand Total				$ 2,588,970

c. Workday Delivery Assurance and Workday specific training services and fees will be covered under a separate agreement between Client and Workday.

d. Invoices will be emailed to the following address(es): Client – please provide correct email address(es).
Any other mailed correspondence will be delivered as follows below:

Richland County, South Carolina
2020 Hampton Road
Columbia, SC 29201

e. Any additional Services rendered in addition to the Scope as defined in this SOW will only be performed after the Parties agree to a Change Order utilizing the rate table to build the cost as identified below:

Project Role	Rate
Strategy Architect	$295
Strategy Consultant	$285
Change Architect	$255
Functional Architect	$215
Principal	$190
Consultant	$175
Associate	$130
Integrations (Offshore)	$60

f. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client, without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.

g. [CLIENT TO INSERT PO NUMBER ("PO#") HERE, IF REQUIRED – Confirmation will allow for timely and accurate invoice submission. If a PO# will not need to be generated, please make a note in this section.]

Commented [HM2]: Client – please confirm this clause. If a PO number is not needed, please indicate that here.

Milestone/Event Definitions

~~**Project Commencement** – This Milestone is achieved on the signing of this SOW by Client.~~

Strategy Stage: Strategy – This Milestone is achieved after the following is complete:

a. Strategy Map with defined vision, guiding principles, goals & objectives, value statements, and success metrics.
b. Project Governance Model with defined roles & responsibilities including cadence, decision making authority and escalation process.
c. Strategic Readiness facilitation documents and decision/action items documented in a Risks, Assumptions, Issues, and Dependencies (RAID) log.
d. Data assessment including summary of key findings and recommendations from Strategic Readiness sessions.

Plan Stage: Delivery of Plan Artifacts – This Milestone is achieved after the following is complete:

a. Project Charter
b. Draft project schedule and plan
c. Kickoff deck agenda and presentation draft
d. Schedule for architect workshops

Architect & Configure Stage: Workset A Completion – This Milestone is achieved after the following is complete:

a. Workset Data Loads completed
b. Workset Playbacks completed

Architect & Configure Stage: Workset B Completion – This Milestone is achieved after the following is complete:

a. Workset Data Loads completed
b. Workset Playbacks completed

Architect & Configure Stage: Workset C Completion – This Milestone is achieved after the following is complete:

a. Workset Data Loads completed
b. Workset Playbacks completed

Architect & Configure Stage: Delivery of end-to-end Tenant – This Milestone is achieved after the following is complete:

a. End-to-end tenant build for use in end-to-end testing

Test Stage: Completion of Cycle One (1) Testing – This Milestone is achieved after the following is complete:

a. Execution of Cycle one (1) testing is complete and Cycle two (2) testing has begun

Test Stage: Completion of end-to-end Test – This Milestone is achieved after the following is complete:

a. Execution of test scenarios or timeframe for end-to-end testing has lapsed
b. Any issues reasonably identified as preventing progress to Parallel Testing have been addressed or mitigated. Start of any Services or Responsibilities in the Deploy Stage will be deemed as completion of this Milestone.

Test Stage: Completion of Parallel Test – This Milestone is achieved after the following is complete:

a. Timeframe for Parallel testing has lapsed
b. Any issues reasonably identified as preventing progress to Production have been addressed or mitigated. Start of any Services in the Deploy Stage will be deemed as completion of this Milestone.

Deploy Stage: Completion of Move-to-Production (Go-Live) – This Milestone is achieved after the following is complete:

a. Production Workday system is available to any Client employees.

Post-Production support: Completion of Project – This Milestone is achieved after the following is complete:

a. Timeframe for post-production support has lapsed following the move-to-production.

CSLLC will present the applicable Deliverables to the Client and the Client will have three (3) business days to provide a specific list of reasonable issues to be remedied. CSLLC will address issues and resubmit the deficient Deliverables. After three (3) business days, should the Client not provide a list of issues, the Deliverables will be deemed complete. Use of the Deliverables by the Client will deem the Deliverables as completed.

7.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. All such travel will comply with CSLLC's Travel and Expense Policy, which shall be made available to the Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client.

8.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC	**Richland County, South Carolina**
Authorized Signature	Authorized Signature
Name	Name
Job Title	Job Title
Date	Date

Appendix A – Detail Roles Description

Client Roles

Client personnel are experts on Client business/technologies and as such will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project.

Client project team members and cross-functionality representation are currently identified as follows:

(Note that project teams' roles could be specific to implementation needs.)

Team Member	Description of Role
Steering Committee, **Senior Design Reviewers, Key Stakeholders, Executive Sponsor**	The Steering Committee provides funding and support to the project. Responsibilities include: • Obtaining appropriate funding and approvals • Ensuring all appropriate resources are available for the project • Resolving issues which are impeding the progress of the project • Providing overall direction to the Client Project Manager • Sign off on key deliverables/project milestones • Assuring project delivery and quality control • Attending Steering Committee Meetings
Project Manager	The Client Project Manager is a dedicated resource focused specifically on the Workday implementation. While CSLLC understands there are many other activities linked to the implementation, this resource needs to be dedicated full-time to the project. Responsibilities include the following: • Establishing and managing the project details, deliverables, schedules, tasks, assignments, and execution • Coordinating business teams and support teams • Driving the implementation of the optimized processes • Managing the resolution of issues • Anticipating and resolving issues which could impact the Project Budget, Schedule, Scope or Quality
Functional Team **(Global Process Owners, Process Leads, and SMEs/Business Analysts)**	The Functional Team are those familiar with Client business processes and systems. These individuals provide information to the CSLLC Functional Consultant(s) to configure the Workday solution. Responsibilities include: • Communicate functional requirements which need to be configured in Workday • Describe current business processes and work with team to simplify and improve • Work with CSLLC Consultants to help map and load data into Workday • Actively participate in all testing activities • Pre-validate extracted data files prior to providing it to CSLLC; then validate data after it has been converted into Workday solution • Contribute to identifying and executing test scenarios for functional areas

Team Member	Description of Role
	• Perform end user training • Participate in knowledge transfer
Technical Team (Integration Lead, Integration Engineers/Developers, and Data Conversion Specialist)	Technical resources perform the following: • Support the conversion and loading of data contained in existing systems • Design and develop custom integrations as outlined within the Scope section above • Develop custom reports • Manage Client communications • Participate in knowledge transfer • Actively participate in testing activities *Note: Resource experience, data quality and the amount of transformation required could impact the actual resources needed to support the data conversion efforts.*
Internal Auditor	The Internal Auditor works with the Project Team to ensure proper procedures are followed and proper documentation is created for the implementation of Workday. This person is responsible for providing compliance-related guidance and expertise to the Project Team.
Test Lead	The Client Test Lead develops and manages the overall Client Test Strategy and Plan. Responsibilities include: • Establish an approach to testing • Define resource requirements for testing • Establish the test schedule • Conduct overall execution of the Client prescribed end-to-end (including Integrations), production dress rehearsal, and Parallel test process for Workday Payroll from start to end of the test period • Facilitate testing coordination and progress meetings • Successfully manage defect resolutions • Resolve test issues via coordination of Client and CSLLC teams as required to complete testing for successful completion of Workday test • Define the overall test strategy • Define test approach, roles, and responsibilities • Define test tools and scenarios by tester and success criteria for each test stage • Define and report test metrics to the project team and project executives
Organizational Change Lead	The Organizational Change Lead is focused on planning and executing the change management and communications activities. He or she is the primary counterpart to the CSLLC Organizational Change Lead (if there is someone assigned) and is responsible for providing primary insight into the Client's culture, operations, and competing projects or interests. The Organization Change Lead is the primary liaison between the project team and other internal resources needed to execute and deploy the various change management and communications activities. He or she is ultimately responsible for all change management and communications-related deliverables.

Team Member	Description of Role
Training Lead	The Training Lead is focused on planning and executing the end user training activities. He or she is the primary counterpart to the CSLLC Training Lead (if there is someone assigned) and is responsible for providing primary insight into the Client's training resources and preferences, as well as competing projects or interests related to end user training. The Training Lead is the primary liaison between the project team and other internal resources needed to plan, execute, and deploy the various training activities for the deployment. He or she is ultimately responsible for all training-related deliverables. The Client may choose to assign the Organizational Change Lead and Training Lead roles and responsibilities to a single actual resource.
Training Communications, and Change Management support Resources	Depending on the specific strategies and plans the Client establishes as part of its OC&T program, additional resources will be needed at various times throughout the project lifecycle to support and execute the communications, change management, and training plans. These roles often include: • Training Developers responsible for developing and revising the end user training collateral as defined in the Training Curriculum Plan • Communications Leads/Developers responsible for developing, revising, and deploying the end user communications collateral as defined in the Communications Plan • Trainers and Super Users responsible for gaining advanced familiarity with the new systems and user support tools, and in turn planning and delivering pre-Go-Live and ongoing training to end user audiences • Change Champions responsible for generating awareness and support around future changes within their designated areas of influence

Workday Roles

If Workday is contracted by the Client, Workday, under a separate contract, will provide Delivery Assurance services. Workday core responsibilities include:

Team Member	Description of Role
Delivery Assurance Group	Comprised of Workday Implementation Specialists, the Delivery Assurance Group works with the Client towards the implementation of the Workday solution. The Delivery Assurance Group conducts a series of quality assurance reviews at major project milestones, when the group reviews project documentation, product configuration, and business processes. The Delivery Assurance Group is responsible for the development and enhancement of the Workday implementation methodology and works closely with Product Strategy and Development in helping steer product direction. *Note: Delivery Assurance will be a separate agreement to be contracted directly with Workday.*

Appendix B – Integrations and Custom Reports

Integrations

The following integrations are in Scope. Please refer to the column labeled "Owner" to identify if the integration is Client assigned or CSLLC assigned.

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner	Cloud Connector Name	Notes
INT001	Active Directory SAML SSO	Microsoft	Security	Basic SSO SAML Setup Outbound Custom	Setup	CSLLC		
INT002	Azure Active Directory - Bidirectional	Microsoft	HCM	Active Directory Outbound Cloud Connect	CC	CSLLC		
INT003	AFLAC Supplemental Benefits - Outbound	AFLAC	Benefits	Demographics Or Enrollment Outbound Cloud Connect	CC	CSLLC	Aflac: Supplemental Benefits	
INT004	South Carolina PEBA - Benefit Elections - Outbound	South Carolina PEBA	Benefits	Demographics Or Enrollment Outbound Custom	EIB/DTS	CSLLC		Support all PEBA benefit enrollments
INT005	TASC COBRA - Initial Rights - Outbound	TASC	Benefits	COBRA Initial Rights Outbound Custom	EIB/DTS	Client		
INT006	TASC COBRA - Events - Outbound	TASC	Benefits	COBRA Events Outbound Custom	EIB/DTS	Client		
INT007	South Carolina New Hire Report - Outbound	State of SC	HCM	Demographic Outbound Custom	EIB/DTS	Client		
INT008	TBD - ACA Print to Post - Outbound	TBD	Benefits	ACA Outbound Cloud Connect	CC	CSLLC		Assumes vendor supports Workday
INT009	IRS - ACA Filing - Outbound	US IRS	Benefits	ACA Outbound Cloud Connect	CC	CSLLC		
INT010	DocuSign - eSignature	DocuSign	Security	DocuSign Cloud Connect	CC	CSLLC		
INT011	eVerify Verification - Outbound	US DHS	HCM	eVerify Outbound Cloud Connect	CC	CSLLC	E-Verify - Employment Verification	
INT012	Indeed - Job Advertising - Outbound	Indeed	Recruiting	Job Advertising Scrape Outbound Custom	Setup	CSLLC		
INT013	Colonial Retirement Deductions - Outbound	Colonial	Payroll	Deductions Outbound Custom	EIB/DTS	Client		
INT014	South Carolina PEBA - Deductions - Outbound	South Carolina PEBA	Payroll	Deductions Outbound Custom	EIB/DTS	CSLLC		Support all PEBA payroll deductions and
INT015	Payroll Check Layout	n/a	Birt	Payroll Check Custom Check Layout_Low	BIRT	CSLLC		
INT016	AP Check Layout	n/a	Birt	Financials Custom Check Layout_Low	BIRT	CSLLC		
INT017	Treasury Check Layout	n/a	Birt	Financials Custom Check Layout_Low	BIRT	CSLLC		
INT018	Synovus - Positive Pay with Voids - Outbound	Synovus	Financials	Positive Pay with Voids Outbound Custom	Studio	CSLLC		
INT019	Synovus - ACH - Outbound	Synovus	Financials	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC	WPN - ACH CCD (Enhanced Performance)	
INT020	Synovus - Bank Statement - Inbound	Synovus	Financials	Bank Statement Inbound Cloud Connect	CC	CSLLC	Import BAI2 Bank Statement	
INT021	Wells Fargo - ACH - Outbound	Wells Fargo	Financials	ACH NACHA Payment Outbound Cloud Connect	CC	CSLLC	WPN - ACH CCD (Enhanced Performance)	
INT022	Wells Fargo - Bank Statement - Inbound	Wells Fargo	Financials	Bank Statement Inbound Cloud Connect	CC	CSLLC	Import BAI2 Bank Statement	
INT023	1099 Filing Outbound	IRS	Financials	Electronic Filing 1099 Outbound Cloud Connect	CC	CSLLC		
INT024	Landfill Invoices - Inbound	TBD	Financials	Customer Invoices Inbound Custom	Studio	CSLLC		
INT025	Utility Billing Payments - Inbound	TBD	Financials	Accounting Journals Inbound Custom	Studio	CSLLC		

ID#	Integration Name	Third-Party Vendor	Functional Area	Integration Data Type	Tool	Owner	Cloud Connector Name	Notes
INT026	Bank of America - Visa P-Card - Outbound	Bank of America	Financials	Credit Cards Masked Outbound Cloud Connect	CC	CSLLC		
INT027	Bank of America - Visa P-Card - Inbound	Bank of America	Financials	Credit Cards Masked Inbound Cloud Connect	CC	CSLLC		
INT028	Customer Invoice - Layout	n/a	Birt	Customer Invoice Custom Layout_Low	BIRT	CSLLC		
INT029	Customer Statement - Layout	n/a	Birt	Compensation Statement Custom Layout_Low	BIRT	CSLLC		
INT030	eCivis - Grants - Outbound	eCivis	Financials	Grants Outbound Custom	EIB/DTS	Client		
INT031	eCivis - Grants - Inbound	eCivis	Financials	Grants Inbound Custom	Studio	CSLLC		
INT032	Background Check Outbound	S2	Recruiting	Employment Screening Outbound Custom	EIB/DTS	Client		
INT033	Background Check Inbound	S2	Recruiting	Employment Screening Inbound Custom	Studio	CSLLC		

Integration Type Key:

- EIB/DTS = Enterprise Interface Builder/Document Transformation Service
- BIRT = Business Intelligence Reporting Tools
- CC = Cloud Connect
- Studio = Workday Studio
- Other = Web Services or Integration system user setup

The interfaces/integrations required for this project include:

- **Cloud Connect ("CC")** – CC provides Workday customers with the same level of support as they would receive in the core Workday application. Such Workday integrations are (i) part of the Workday hosted application Service and (ii) provided with ongoing support by Workday in accordance with Workday's then-current Support and Service Availability Policy. While Workday integrations are designed and developed as part of the subscription license, CSLLC anticipates some amount of time dedicated to configuring and testing the integrations during the implementation.
- **Custom Integrations** – Custom integrations are developed by CSLLC or Client using Workday's tools such as Report Writer, EIB, DTS, or Studio.

Reports

The following report configuration is in Scope. Any support identified for custom reporting support is inclusive of design discussions, requirements gathering and knowledge transfer.

HCM Reporting

Report Name / Configuration	Area	Description
Organization Footprint	HCM - Distribution Trends and Analysis	Modified version of the Global Footprint standard report to provide headcount by location or hierarchy and job family group

Report Name / Configuration	Area	Description
Growth Rate by Job Family Group	HCM - Distribution Trends and Analysis	Standard report to provide headcount growth by job family group by month configured for custom dashboard
Headcount and Average YOS by Age Range	HCM - Distribution Trends and Analysis	Standard report to provide headcount and average years of service by age band and configured for custom dashboard
Headcount by Management Level	HCM - Distribution Trends and Analysis	Standard report to provide headcount by management level and configured for custom dashboard
Headcount Growth Analysis	HCM - Distribution Trends and Analysis	Modified version of the Headcount Growth Analysis standard report to provide headcount by month
Workforce Tenure – Monthly Trend	HCM - Distribution Trends and Analysis	Modified version of the Workforce Tenure – Yearly Trend standard report to provide headcount by tenure groups and month
Employee Population Trend by Gender	HCM - Diversity	Modified version of the Employee Population Trend by Gender standard report to provide headcount by gender and month
Ethnicity / Management Level Analysis	HCM - Diversity	Standard report to provide headcount by management level and ethnicity and configured for custom dashboard
Male / Female Distribution	HCM - Diversity	Standard report to provide headcount by gender and configured for custom dashboard
Male / Female Workforce Job Family	HCM - Diversity	Modified version of the Male / Female Workforce Majority by Country standard report to provide headcount by gender and job family
Manager Composition by Ethnicity and Years of Experience	HCM - Diversity	Standard report to provide manager headcount, distribution, compa-ratio, and years in position by tenure ethnicity and configured for custom dashboard
People Manager Proportions	HCM - Diversity	Standard report to provide manager headcount by gender and configured for custom dashboard
Hires by Age Group	HCM - Headcount Movement	Standard report to provide hires count by age group and configured for custom dashboard
Promotion Rate	HCM - Headcount Movement	Standard report to provide promotion rate by quarter and configured for custom dashboard
Voluntary Terminations by Management Level	HCM - Headcount Movement	Standard report to provide voluntary termination counts by management level and configured for custom dashboard
Quarterly Turnover Rates	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by quarter and configured for custom dashboard
Quarterly Turnover Rates by Organization	HCM - Headcount Movement	Standard report to provide voluntary, involuntary, and total turnover rates by supervisory organization and configured for custom dashboard

Report Name / Configuration	Area	Description
Employee Movement	HCM - Headcount Movement	Standard report to provide hires, transfers, and terminations and configured for custom dashboard
Worker Proportion Trends	HCM - Structured Dynamics	Modified version of the Worker Proportion Trends standard report to provide headcount of managers and employees by month
Manager Headcount by Management Level	HCM - Structured Dynamics	Modified version of the Manager Headcount by Management Level standard report to provide headcount by management level and month
Span of Control by Job Family Group	HCM - Structured Dynamics	Standard report to provide management ratios by job family and configured for custom dashboard
Span of Control by Range of Direct Reports	HCM - Structured Dynamics	Standard report to provide manager span of control and configured for custom dashboard
Span of Control by Month	HCM - Structured Dynamics	Modified version of the Span of Control by Year standard report to provide manager span of control by month
Span of Control – Manager Outliers	HCM - Structured Dynamics	Standard report to provide direct report counts and configured for custom dashboard
Workforce Analysis Dashboard	Custom Dashboard	Configuration of a single custom dashboard to accommodate the reports listed above
Age Band Definitions	Configuration	Configuration of age bands to provide grouping for worker reports Under and Including Age: twenty (20) Age Incremented by: ten (10) Over and Including Age: sixty (60)
Trended Worker	Configuration	Configuration of Trended Worker settings and data generation

Financial Reporting

Report Name	Area	Description
Data Audit - Funds	Financial Accounting	Listing of the funds in the tenant and the hierarchy structure for those funds.
Data Audit - Cost Centers	Financial Accounting	Listing of the cost centers in the tenant as well as the cost center manager assignments, hierarchy structure and related worktags established for those cost centers.
Data Audit - Programs	Financial Accounting	Listing of the programs in the tenant and the hierarchy structure for those programs.
Data Audit - Locations	Financial Accounting	Listing of all locations showing usage, type, hierarchy structure and address information.

Report Name	Area	Description
Data Audit - Grants	Financial Accounting	Listing of all grants in the tenant as well as the grant manager assignments, hierarchy structure and related worktags established for those grants.
Data Audit - Revenue Categories	Financial Accounting	Listing of all the revenue categories in the tenant as well the hierarchy structure.
Data Audit - Spend Categories	Financial Accounting	Listing of all the spend categories in the tenant as well as their usages and hierarchy structure.
Find Projects	Projects	A custom copy of the Find Projects report that has additional data about the projects.
Find Journal Lines with Worktag Details	Financial Accounting	A copy of the delivered Find Journal Lines report with the worktags broken out into their own columns for easier viewing and reporting.
View Plan Lines	Budget	Report showing all budget lines entered with details about the plan, entry type, status and all worktag detail.
Balance Sheet by Fund	Financial Accounting	Custom balance sheet report displaying ledger account balances by fund.
Income Statement by Fund	Financial Accounting	Custom income statement displaying revenue and spend amounts by fund for the report period, current YTD, and prior YTD.
Financial Budget vs Actuals by Fund	Budget/Financial Accounting	This report is designed to show the overall financial budgets by fund and is intended to be used by the central Budget staff for an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Cost Center	Budget/Financial Accounting	This report is designed to show the overall budget of a fund by cost centers and is intended to be used primarily by the central Budget staff to look at the top cost center hierarchy and get an overall picture to determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals for Cost Center	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one cost center or a cost center hierarchy. If the user is looking for the details for just one cost center, he/she can choose to repeat the columns by either Fund or Program and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a cost center hierarchy, he/she can choose to repeat by Cost Center and can then use the other parameters to limit the view to particular

Report Name	Area	Description
		funds, programs or other worktags as appropriate.
Budget vs Actuals for Program	Budget/Financial Accounting	This report is designed to show the detailed budget vs actuals for one program or a program hierarchy. If the user is looking at the details for one program, he/she can choose to repeat the columns by either Fund or Cost Center and can then use the other parameters to limit the view further as appropriate. If the user would like to see the data for a program hierarchy, he/she can choose to repeat by Program and can then use the other parameters to limit the view to particular funds or cost centers as appropriate.
Budget vs Actuals by Project	Projects/Budget/Financial Accounting	This report is designed to show a life to date overview of the budget and actuals for all projects within a hierarchy and is used primarily by users who are managing multiple projects within a project hierarchy or by the central Budget/Finance team to get an overview of all projects. From here, users can determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals for Project	Projects/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one project at a time.
Budget vs Actuals by Award	Grants/Budget/Financial Accounting	This report is designed to show a life to date overview of award budgets and is used primarily by the central Budget and Finance staff to look at the top grant hierarchy and get an overall picture of the award budgets. From here, users can determine where they need to pay attention or drill into the details using other reports.
Budget vs Actuals by Grant	Grants/Budget/Financial Accounting	This report is designed to show the detailed life to date budget vs actuals for one grant.
Find Assets	Assets	Custom copy of the delivered Find Assets report that adds in relevant fields and reorders columns to be more practical.

Report Name	Area	Description
Time Off Liability with Worktags	Financial Accounting	Custom version of the Time Off Liability report that includes worktag detail for cost center, fund, etc.
Payroll Accounting Details	Financial Accounting	A report that returns payroll GL entries by worker with worktag details.
Project Remaining Budget for Rollover	Budget	Report for budget team to use when evaluating project budgets at the end of a fiscal year and determining the amount of budget to be rolled to the next fiscal year.
Trial Balance with Worktags	Financial Accounting	Custom trial balance report used for exporting trial balance data to auditors or other programs.
Cash Balance by Fund	Financial Accounting	A report detailing Client's reportable cash balance by fund.
Payroll Deductions	Financial Accounting	A report detailing the payroll liability amounts withheld from each payroll.
Depreciation Expense by Function	Assets/Financial Accounting	Depreciation expense detailed by function for annual reporting purposes.
Statement of Net Position	Financial Accounting	Government-wide statement for annual financial report.
Statement of Activities	Financial Accounting	Government-wide statement for annual financial report.
Schedule of Expenditures of Federal Awards	Grants/Financial Accounting	Designed to report award expenditures for annual financials.
Up to three (3) formatted fund financial statements for annual report	Financial Accounting	Fund financial statements for annual financial report.

Reports - Prism

The following custom reports are in Scope. Custom reporting support is inclusive of design discussions, requirements gathering and knowledge transfer.

- Up to five (5) custom reports of medium complexity
- Up to five (5) custom reports of low complexity
- Up to two (2) Discovery Boards

Appendix C – Sample Change Order Form

Project Change Order

This Change Order form is used for requesting, documenting, and approving changes to the Workday deployment or other applicable service offering, including, but not limited to, changes to the project's Scope, changes for a major configuration element, project timeline/schedule changes, integration specifications changes, addition of resources or any other deliverable change from the originally planned Workday deployment or applicable service offering.

Summary

Client:	XYZ Client
SOW/Project Name:	Project ID # / Project Name as it exists in Workday
Change Order #:	C01 (adjust as appropriate)
Project Manager (Client):	Project Manager Name, XYZ Client
Project Sponsor (Client):	Project Sponsor Name, Title
Engagement Manager (CSLLC):	Engagement Manager Name, Collaborative Solutions, LLC ("CSLLC")
Acceptance Due Date:	The date by which the Client will need this approved to avoid negative timeline impact.
Change Type:	Type of change. For example: *integration change, request for additional functionality, change in SOW estimate based on design sessions, etc. (usually more applicable to Phase One (1) or Phase Two (2) projects.)* Select one (1): Term Extension (zero (0) budget add) Term Extension (additional hours added) Change in Scope (additional hours added) Change in Scope (no addition hours added) Other (detail in request description)
Impact Assessed by:	List those assessing the impact. Normally the CSLLC EM, Functional or Integrations Consultant, and possibly someone on the Client side.
Priority:	High, Medium, or Low based on need for the change.
Billing:	Select one (1): Bill under current project Bill separately under current project Bill separately under new project
Contract Line Type:	Describe the billing basis. For example: *Time & Materials, Fixed Fee Installment/Milestone, Prepaid, Subscription.* For "Bill under current

	project," the billing basis of this Change Order MUST match the applicable SOW's billing basis.
Is new PO# required?	Select one (1): New PO# (insert PO#) PO# to be created after receiving countersigned documents No new PO# needed

Request Description

<<Describe the change and why it is needed. It is important to describe why this wasn't estimated correctly in the SOW or where the change occurred. For example:

Adding a new integration for Aetna, COBRA, Qualifying Event. Original integration listed on the SOW addressed only Aetna PPO/HMO, did not specify COBRA. Additional forty (40) hours added to cover COBRA QE.>>

If this CO is for an extension, please include the number of hours and budget remaining on current project.

Business Purpose / Reason for Change

<<Describe the purpose/reason for change and be sure to explain the impact to NOT doing the change. For example:

Client offers COBRA coverage for any employees eligible for a COBRA Qualifying Event; this was not included in the original SOW estimate. If Client does not approve this change Client will not be able to provide COBRA coverage.>>

Impact Assessment

Project Activities Affected:	Describe the additional work that needs to be done. For example: *Create one (1) additional integration or three (3) new performance templates need to be configured, etc.*
Deliverables Affected:	Describe deliverables affected. For example: *One (1) additional interface file to be delivered to Aetna will be produced.*
Project Schedule Impact:	Describe schedule impact, if any. For example: *Architect & Configure stage will be extended by one (1) week to complete all integrations.* Include the original end date and new end date, if extending the term of the SOW.
Pricing Matrix	The following is the Pricing Matrix:

Role	Rate	Hours	Cost
Executive			
Strategy Manager			
Senior Functional Architect (Consulting Director)			
Engagement Director (Portfolio Director)			
Engagement Manager			
Functional Architect			
Senior Principal Consultant			

	Principal Consultant			
	Consultant			
	Analyst			
	Total		***<<total>>***	

Payment Terms – *If the Client is adding hours*

- Time & Materials SOW: This Change Order will be billed monthly on a Time and Materials ("T&M") Basis based on actual usage at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- Prepay SOW: This Change Order will be invoiced upon execution by both Parties at the rates set forth in the SOW and as identified in the Pricing Matrix above.
- SDE SOW: This Change Order will be invoiced upon execution by both Parties with a fixed fee amount of $_____

Assumptions

- Describe any new Assumptions different from the SOW. For Example:
- *Client will provide the requirements for the new integration.*
- If not different from the SOW, add "All Assumptions from the SOW dated XX December XXXX apply to this Change Order", otherwise, if there are new Assumptions different from the SOW, list them here.

Authorization

Client Authorization Signature	Collaborative Solutions, LLC Authorization Signature
Name	Name
Job Title	Job Title
Date	Date

Appendix D – Detailed Functionality

As the project progresses, there will be a review of the overall Scope after Architect sessions. If the intended Scope is outside of this SOW, a Change Order will be required which may affect overall cost (level of effort) and timeline.

Workday Foundational elements such as dashboards, reporting, analytics, Business Process Framework, and employee self-service are built into every Workday module.

During Client deployment, the following elements will be in Scope:

- **Modifiable Business Processes:** Assumption of one (1) standard business process (no rule based) for those identified below with no more than twenty (20) steps. Up to one (1) parallel stage per process where applicable. Unused steps within a process will not apply to alternate business processes. Includes up to two (2) consolidated templates for applicable processes. Includes up to two (2) Staffing Field Default condition rules total. Client will leverage Workday system capabilities and change business practices where possible to keep system maintenance for complex exception-based scenarios to a minimum. CSLLC will adjust/update and configure a specific number of business processes by Function outlined in the Scope Table below. All other business processes will be delivered with CSLLC Delivered Configuration and will be the responsibility of the Client to update during end-to-end testing if needed.
- **Guided Tours**: Guided Tours are assumed Out-of-Scope unless OC&T is in Scope and Guided Tours are explicitly identified in the Scope.
- **Tenant Branding**: Workday delivered tenant branding is in Scope. Any changes to images uploaded will be completed by the Client through Knowledge Transfer.
- **Dashboards**: Workday delivered dashboards for the functional Scope below will be configured with Workday delivered reports unless custom reports are included in Scope in Appendix B.
- **Translations**: Translations conversion is not in Scope.
- **Scheduled Reports & Alerts**: Scheduled Reports, Task Alerts, and Business Process Alerts are not in Scope. General report-based alerts are defined within the Scope in Appendix B.
- **Setup Values:** Values, including organizations, are assumed to be current values only (no historical loads) unless needed to support the data conversion Scope described in Appendix E.
- **Documents:** Documents are assumed to be attachment only. Generated Documents and/or Documents enabled for Adobe e-sign or DocuSign are assumed out-of-Scope unless defined within Scope below. Templates do not include logos or any specialized formatting unless identified as a Business Intelligence Reporting Tools (BIRT) layout in the Reporting Scope.
- **Request Framework:** Request Framework is assumed out-of-Scope unless identified below.

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
HCM: Core	Organization hierarchy structure per organization type (supervisory, company, cost center, custom, and location hierarchy) (not including Organization Studio)	Y	Two (2)
	Physical location(s) where workers perform job functions (not including Workspaces)	Y	
	Matrix Organization Tracking	N	
	Job Catalog with position-related attributes such as management hierarchy (not including skills and experience)	Y	
	Staffing Model used to manage headcount	Y	One (1)
	Worker Profile for detailed worker information tracking (not including Purging)	Y	
	Worker Document(s)	Y	Up to fifteen (15) (up to five (5) document security segments with associated segment-based security groups)
	Regulatory Reporting: Workday delivered Compliance Reports	Y	
	Employee Contract(s)	N	
	Probation Period Tracking	Y	Up to four (4) probation period defaulting rule(s)
	Notice Period Tracking	N	
	Contingent Worker Tracking	Y	
	Retiree Functionality	Y	
	Union(s)	N	
	Collective Bargaining agreement(s)	N	
	Additional (Multiple) Jobs	Y	
	Position Budgeting	N	
	Onboarding	Y	
	• Onboarding Setup Template(s)		Up to three (3)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	• Additional Worker Documents		Up to twenty (20)
	• Bulletin Worklets		Up to three (3)
	Form I-9 Tracking	Y	
	Basic HCM Asset Tracking	N	
	Reference Letter Template(s)	N	
	Safety Incident Tracking	N	
	Committees Tracking (not including meeting agendas, voting and external committee membership tracking)	N	
	Workday Assistant	N	
	Workday Today	Y	
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Custom Questionnaire(s)	N	
	Modifiable Business Processes	Y	1. Hire Employees 2. Contract Contingent Worker 3. Onboarding 4. Onboarding Setup 5. Change Job 6. End Contingent Worker Contract 7. Create Position 8. Terminate Employee 9. Request Compensation Change 10. Up to three (3) additional configurable business processes
Compensation: Core	Compensation packages	Y	Up to one (1)
	Compensation grades tied to job profiles	Y	Up to twenty-five (25) Compensation Grades and Grade Profiles Combined
	Compensation grade steps	Y	Up to ten (10) (up to five (5) progression rule(s) total

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Compensation Plans (not including Calculated Plans, Reimbursable Allowance Plan functionality, Deferred Compensation or Compensation: Processing functionality unless otherwise called out in Scope)	Y	Up to one (1) Hourly Plan Up to five (5) One-Time Payment Plans Up to one (1) Salary Plan Up to five (5) Allowance Plan
	Severance Packages	N	
	Custom Total Rewards Template(s)	N	
	Wage Theft Prevention Template(s) [New York, California, Washington DC, Minnesota Only]	N	
	Compensation Survey Management Survey(s)	N	
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
Benefits	Benefit plans	Y	Up to forty-eight (48) (up to one (1) benefit rate type each)
	Benefit credit(s) and/or surcharge(s)	N	
	Benefit group(s)	Y	Up to four (4)
	Benefit Job(s)	Y	
	Dependents and beneficiaries tracking	Y	
	Benefit Enrollment Event(s) (including Passive Events)	Y	Up to sixteen (16) Benefit Events (Plus Conversion Events)
	Open Enrollment enablement for 2024 cycle, referencing existing or in Scope plans	Y	
	Enrollment Event Rule(s)	Y	Up to one (1)
	Evidence of Insurability (EOI) management (not including automation from third-party vendor)	Y	
	Workday delivered COBRA Eligibility Processing to third-party administrator	Y	
	Affordable Care Act (ACA) Measurement Period Tracking	Y	
	1094/1095-C Reporting	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Medicare Tracking	Y	
	Dependent verification functionality through use of custom IDs	N	
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	1. Change Benefits for Life Events Review Process 2. Dependent Event 3. Change Benefits 4. Passive Even 5. Up to one (1) additional configurable business processes
Talent & Performance Management	Worker Profile and Skills *(not including qualification equivalence rules)*	Y	
	Workday Skills Cloud	Y	
	Talent Marketplace	N	
	Competencies: • Proficiency scales • Rating scale(s) for competencies	Y Y Y	Up to number (10) One (1) One (1)
	Career Development Tracking	Y	
	Mentoring Relationships Tracking	N	
	Check-Ins	N	
	Talent review template(s)	Y	Up to two (2)
	Nine-Box (9-Box) Talent Calibration Program(s)	N	
	Succession Planning for Positions & Pools	Y	
	Potential, readiness, retention, and loss impact tracking	Y	
	Custom talent card layout(s)	N	
	Feedback Enablement Template(s)	N	
	Organization and personal goals management	Y	Up to one (1) rating scale & one (1) completion scale
	Performance Review Template(s)	Y	Up to three (3) (up to one (1) rating scale)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Performance Review Calibration (Ratings Normalization) Program(s)	N	
	Development Plan Template(s)	N	
	Performance Improvement Plan Template(s)	Y	Up to one (1)
	Disciplinary Action Template(s)	Y	Up to one (1)
	Custom Security Groups	Y	Up to one (1) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	1. Manage Education 2. Start Performance Review 3. Complete Manager Evaluation for Performance Review 4. Give Feedback 5. Manage Goals 6. Mange Job History 7. Complete Self Evaluation for Performance Review 8. Import Professional Profile 9. Set Review Content for Performance Review 10. Mange Competencies 11. Manage Succession Plan 12. Start Disciplinary Action 13. Complete Manager Evaluation for Disciplinary Action 14. Start Performance Improvement Plan 15. Complete Manager Plan for Performance Improvement Plan 16. Up to two (2) additional configurable business processes
Recruiting	Job Requisitions	Y	
	Evergreen (Pipeline) Job Requisitions	Y	
	Confidential Job Requisitions	N	
	Internal career site(s)	Y	Up to one (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	External career site(s)	Y	Up to one (1)
	Job posting template(s)	Y	Up to three (3)
	Referral program(s) (leveraging in Scope one-time payment plan(s))	Y	Up to one (1)
	Application Questionnaires	Y	Up to two (2) Internal and up to two (2) External Questionnaires with up to twenty-five (25) Questions total
	Background check package(s)	Y	Up to five (5)
	Non-Integrated Assessment Test(s)	N	
	Candidate self-scheduling enablement *(not including calendar set-up)*	N	
	Outlook Office 365 or Google Calendar Scheduling Integration	N	
	Masked Candidate Screening	N	
	Offer letter template(s)	Y	Up to two (2) (up to four (4) conditional text blocks per letter)
	Employment agreement Template(s)	N	
	Recruiting Agencies	N	
	Additional Custom Notifications	Y	Up to five (5)
	Additional (Non-Application) Questionnaires	Y	Up to two (2)
	Candidate Document templates	Y	Up to two (2)
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	1. Job Application (up to one (1) Dynamic Workflow) – maximum of one (1) label override per stage 2. Job Requisition 3. Offer 4. Up to one (1) additional configurable business processes
Learning Management	Extended Enterprise Enablement	N	
	Standalone Lesson Enablement	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Course Enablement	Y	Up to four (4) total equivalency rules, up to two (2) total expiration rules, up to two (2) content highlight rules
	Course/Program Costing/Pricing	N	
	Media Interaction(s)	Y	Up to two (2)
	Course Offering Enablement	Y	
	Programs Enablement	Y	
	Campaigns Enablement	Y	Up to two (2) audiences with up to four (4) condition rules each
	Workday Content Cloud Configuration	N	
	Learning Security Segment(s) with associated segment-based security group(s)	Y	Up to five (5)
	Custom Security Groups	Y	Up to three (3) (up to one (1) intersection security group)
	Modifiable Business Processes	Y	1. Enroll In Content 2. Drop Learning Enrollment 3. Manage Course 4. Up to one (1) additional configurable business processes
Absence Management	Absence Countries		Up to one (1)
	Accruals	Y	Up to twelve (12)
	Time Off's	Y	Up to thirty-six (36)
	Purchase or Sale of Time off (PTO, Annual Leave, Vacation?)	Y	
	Holiday Calendars	Y	Up to two (2)
	Leave Types with an entitlement	Y	Up to four (4)
	Leave of Absence Validations	Y	Up to four (4)
	Leave Types without an entitlement	Y	Up to eight (8)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Self-Administration of leave of absence	Y	
	Leave segment security groups	Y	Up to three (3)
	Modifiable business processes	Y	Request Time Off Correct Time Off Request Leave of Absence Request Return from Leave of Absence a. Up to four (4) total process steps b. Up to four (4) notifications Absence Calendar No steps or notifications
Time Tracking	Time Tracking Countries	Y	Up to one (1)
	Time entry codes	Y	Up to twenty (20)
	Time calculations	Y	Up to sixteen (16)
	Time entry validations	Y	Up to ten (10)
	Time tracking templates	Y	Up to four (4)
	Configurable alerts, including reports required to build necessary alerts	Y	Up to three (3)
	Time Tracking aligned Period schedules	Y	One (1)
	Work schedule calendars with eligibility rules	Y	Up to five (5)
	Work schedule calendars without eligibility rules	N	
	Custom Security Groups	Y	Up to two (2) Intersection security groups to support employee and manager self-service
	Modifiable business processes	Y	Enter Time a. Up to four (4) total process steps b. Up to four (4) notifications Reported Time Batch Event a. Up to one (1) total process step Up to two (2) notifications

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Scheduling	Time zones	Y	Up to two (2)
	Multiple positions	Y	Availability will be entered by workers after Go Live as part of an Employee Self Service familiarization exercise. Worker Preferences and Overrides will be loaded for employees with multiple jobs/positions
	Organizations – re-organization of the Supervisory Organization structure and/or Custom Organization structure	N	
	Eligibility schedule tag types	Y	One (1)
	Labor Optimization	Y	
	Modifiable Business Processes	Y	• Change Worker Schedule Tags • Change Worker Scheduling Settings • Change Worker Schedule Preferences • Change Worker Availability • Open Shift • Take Back Shift • Cover Shift • Swap Shift • Accept Shift Swap • Publish Schedule • Change Published Schedule
Payroll	Pay Groups	Y	Two (2)
	Earning Codes	Y	Up to one hundred (100) Pay Components
	Deduction codes	Y	Up to one hundred (100) Pay Components
	Federal Identification Numbers (FEIN)	Y	One (1)
	States/Provinces	Y	One (1)
	Local tax authorities	Y	Will configure all necessary locals to comply with state requirements
	Pay frequencies	Y	One (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Payroll period schedules	Y	One (1)
	Configure payroll calculation rules	Y	
	Configure Workday on-cycle and on-demand paycheck template	Y	Up to One (1) each
	Configure payment elections	Y	Up to one (1) Payment Election Rule
	Garnishments	N	Withholding Orders Excluded (active orders to be manually entered by Client)
	Bank depository and source bank accounts	Y	Up to two (2)
	Configure pay slips	Y	Up to One (1)
	Establish payroll accounting to generate and review payroll accounting data	Y	One (1)
	Establish comparison rules and audit components	Y	
	Settlement rules	Y	
	Third-Party Payroll provider provides tax, garnishment, check, and deposit advices	N	Workday does not currently support tax filing as part of the core Workday payroll module and only provides basic tax balancing reports as part of the delivered payroll module.
	Configure retroactive payroll processing	Y	
	Configure Fair Labor Standards Act (FLSA) calculations – using delivered Workday functionality	Y	
	Modifiable Business Processes	Y	Up to Five (5) configurable business processes
	Custom Payroll Calculations (Value Compare, Instance Set, Conditional, etc.) as needed to support CSLLC best practice configuration	Y	Up to ten (15)
	Payroll Standard Dashboards: • Year End • Payroll Compliance • Command Center	Y	
	Worker Costing Allocations	Y	Single Dimension

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Core Financial Management, Accounting and Finance	One (1) Currency (USD)	Y	
	• Companies (legal entities) • Cost centers • Custom organizations	Y Y Y	Up to five (5) companies organized in up to three (3) company hierarchies Cost centers organized in up to two (2) independent hierarchy structures with up to four (4) hierarchy levels each Up to one (1) custom organization, if needed, with a hierarchy structure
	Locations	Y	Up to two hundred (200) Business Asset and Ship-To Locations and up to three hundred (300) Inventory Locations organized in a hierarchy structure with up to four (4) levels of hierarchy
	Custom Security Groups	Y	Up to two (2)
Financial Accounting	FDM design and utilizing Workday worktags for analytics	Y	
	Account sets (parent-child relationship)	Y	One (1) parent-child account set configuration
	Ledger account summaries	Y	One (1) ledger account summary structure with up to five (5) levels
	Configure standard/delivered account posting rules • Including spend and revenue categories and account posting rules for operational transactions	Y	Up to One (1) Posting Rule Set
	Categories	Y	Revenue Categories with one (1) hierarchy structure containing up to four (4) levels Spend Categories with one (1) hierarchy structure containing up to four (4) levels
	Custom worktags	Y	Up to one (1)

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Custom reports to support financial reporting for Generally Accepted Accounting Principles (GAAP) and regulatory reporting requirements, Workday financial statements for external reporting, and internal management reports	Y	See table in Appendix B for a list of reports
	Allocations	Y	Up to ten (10)
	Fiscal schedule (Fiscal Year)	Y	
	Fiscal summary schedule(s)	Y	
	Custom validation(s)	Y	Up to one hundred (100) custom validations
Banking and Settlement	Financial Institutions	Y	Four (4) Financial Institutions
	Configure check printing modifications and electronic bank integrations (type of electronic payments, wire payments and positive pay, unique by company)	Y	Check printing configured for one (1) Financial Institution
	Cash Position	N	
	Bank reconciliation automation and integrations	Y	All operational bank accounts at two (2) financial institutions
	Supplier settlement via check or electronic payments	Y	Electronic payment automation and integrations configured for one (1) Financial Institution
Budgets	Structures (Financial, Award, Project)	Y	Parent-child structure set up for the financial plan
	Position Budget Structure	N	
	Ledgers for encumbrances	Y	
	Budget checking for operational, Grants, and project budgets	Y	
	Payroll Commitment Accounting	N	
Supplier Accounts	Suppliers including payment terms, attributes for payments and 1099 reporting	Y	
	Active header level purchasing contracts	Y	
	Supplier categories and groups	Y	
	Check or electronic payments for supplier settlement(s)	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Tax books, excluding actuals	N	
	Custom Security Groups	N	
Business Assets	Depreciation Profiles	Y	
	Asset Books	Y	
Procurement	Punchouts	N	
	Purchase order layout	Y	Workday Delivered Purchase Order Layout
	Receiving and matching	Y	
	Supplier Portal functionality	Y	
	Request for Quotation (RFQ) processes	Y	
Expenses	Worker expense preferences	Y	
	Expense policy security groups	Y	Up to five (5) Expense Policy Security Groups
	Expense items	Y	Configuration of up to one hundred (100) Expense Items
	Expense item groups	Y	
	Business purposes	Y	
	Expense Payment Election rules	Y	
	Custom Security Groups	N	
Customer Accounts	Customer attributes for billing and collection through aging reports and collection disputes	Y	
	Invoice layout(s)	Y	Up to one (1) Custom Customer Invoice Layout
	Statement layout(s)	Y	Up to One (1)
	Custom Security Groups	N	
Project and Work Management	Projects of medium complexity including: • Project phases • Project tasks • Project worker roles/talent pools • Project groups • Basic projects	Y Y Y Y Y Y	
	Delivered Workday Capital project functionality	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
	Delivered Workday billable project functionality	N	
	Project hierarchies	Y	One (1) primary and one (1) optional project hierarchy structure with up to four (4) levels in each.
	Project templates (project, project plan, or a combination thereof)	Y	
	Custom Security Groups	N	
Grants Management	Grants: hierarchies, security, business processes, and Award Cost Processing (ACP)	Y	Up to five hundred (500) Active Grants organized into one (1) hierarchy structure with up to four (4) levels.
	Awards	Y	
	Sponsors	Y	
	Award Proposals	N	
	Custom Security Groups	N	
Prism	Enable Prism in the tenant	Y	
	Ingestion of data files	Y	Up to ten (10)
	Source systems for data consumption	Y	One (1)
	Custom reporting for consuming Prism analytics information (See Appendix B)	Y	
	Ingestion of mapping tables (mapping tables and data mapping not provided by CSLLC)	Y	Up to five (5)
	Establish refresh schedule using standard Prism secure transfer site	Y	One (1) per ingested file
Mobile Solutions	Configure mobile-specific tenant settings	Y	
	Security to allow mobile access	Y	
	Access for iPhone, iPad, and Android	Y	
Employee Self-Service	Employee Self-Service for all Workday functionality specified above	Y	

Function	Functionality Scope	In Scope (Y/N)	Quantity to Configure
Manager Self-Service	Manager Self-Service for all Workday functionality specified above	Y	

Adaptive Planning			
Function	**Functionality Scope**	**In Scope (Y/N)**	**Quantity to Configure**
General:	Ability to create annual plan Ability to reforecast monthly One (1) Chart of Accounts structure across organization One (1) Fiscal calendar across organization One (1) Currency for planning	Y	
Planning Models:	**Revenue Planning:** • Driver-based revenue model to support multiple revenue streams • Up to five (5) supporting schedules to build bottom-up revenue plan which will allow for direct data entry at revenue account and funding source • Total calculations not to exceed twenty (20)	Y	
	Cost of Labor: • Up to five (5) Employee Types planned down to the individual employee/position • Salary and hourly assumptions, as well as merit increases • Merit increases to be evaluated against maximum pay scale for the grade • Allocations based on the funds and organization (company and/or department) • Fringe Benefits and Tax Rates • Calculate total cost burden by employee/position • Total calculations not to exceed twenty (20)	Y	

Adaptive Planning			
	Expense Planning: • Up to one (1) expense model to capture non-personnel related expenses • Up to five (5) supporting schedules to build bottom-up expense plan • Total calculations not to exceed twenty (20)	Y	
	Capital Planning: • Capital sheet will allow to plan for long term capital improvement projects by funding source.	Y	
	Fixed Assets: • Capital sheet will allow managers to plan for new assets and straight-line depreciation will be calculated based on in service date and useful life. • Forecasted depreciation expense for existing assets will be imported from Workday.		
	Allocations: • Up to five (5) single step departmental allocations utilizing Workday Adaptive Planning's native allocation engine.	Y	
Reporting:	Maximum of five (5) Adaptive HTML reports	Y	
	End-to-end process knowledge transfer sessions will be conducted during the deploy phase to train the trainer along with Client specific process documentation		
	Provide template for testing scenarios and training material		
Knowledge Transfer / Training	Adaptive Insight's implementation methodology involves knowledge transfer and testing during and after every model	Y	
	End-to-end process knowledge transfer sessions will be conducted		

Adaptive Planning			
	during the deploy phase to train the trainer along with Client specific process documentation		
	Provide template for testing scenarios and training material		
Out-of-Scope:	Balance Sheet and Cash Flow Forecasting	N	
	Third-party vendor integrations	N	

Peakon Employee Voice:

- Standard deployment of Peakon solution to launch Employee Voice survey(s) utilizing structured question libraries, intelligent benchmarking, advanced natural language processing
- Provide guidance to Client for connecting single sign-on platform to Peakon via SAML 2.0
- Integration with Workday (one-way connection from Workday to Peakon)
- CSLLC will provide Insight Review within two (2) to four (4) weeks of the initial survey launch, Client shall provide to Workday an overview of engagement within Client's organization using insights identified within the Service, including strengths, priorities, and topics. Based on Client's overview, Workday shall provide a post-collection in-depth analysis to identify key themes of importance and action and deep dive into insights, strengths, and priorities
- CSLLC will provide guidance on next steps, and best practices for the implementation of changes to address Client insights
- Table of Contents
    - Survey Questions: Provide a delivered library of reliable, valid, and benchmarked questions Client may select from to measure engagement, diversity & inclusion, and health & well-being
    - Security: Provide five (5) default security groups for use within Workday Peakon Employee Voice
    - Data Attributes: Provide default data attributes for tracking employee records, which are automatically mapped to the delivered Workday integration
    - Dashboards: Provide delivered leader and personal dashboards to review survey results
    - Surveys: Configure up to two (2) survey schedules
    - Branding: Include the company name and logo as part of the overall default survey brand
        - Onboarding - Provide training into Peakon's methodology, employee engagement, and how to analyze results with a focus on action planning support for the leaders and business units they support
        - Admin Onboarding - Provide training on technical skills to fully manage the functionality of the platform with a concentration on survey set-up, platform management, and employee record maintenance
- Train the Trainer: Out-of-Scope

Appendix E – Data Conversion

In Scope person population(s) which are active at time of the Go-Live conversion extract will be included in the conversion process. Clients' workers who were terminated in the current year based on the final extract date will be included in the data conversion to Workday to support rehires and reporting.

Finance-related History Conversion Assumptions:

- Suppliers active in the two (2) years prior to Go-Live
- Clients active in the two (2) years prior to Go-Live

Function	Scope
Human Capital Management	
Active Employees	• Up to two thousand three hundred (2,300) Active Full-Service Equivalent (FSE) Employees or Contingent Workers Including Current Associated Personal Data and Current Job Record • Current data records and job details for all active employees using their current data record • Compensation – Current Compensation information only • Job and Compensation History - Unlimited "History from Previous System" • Attachment of Third-Party Documents out-of-Scope • No Transactional History
Terminated Employees	• Terminated workers who received payment in the current year (Using Worker Object) • Terminated workers will be converted to a Workday organization specified for terminated workers rather than the historical organization structure. • Only a terminated worker's data at time of termination (i.e., last data record) • Up to five hundred (500) retirees within one (1) benefit group • No History loaded
Benefits	• Current Benefit Elections • Medical History for Current Year for ACA Reporting • ACA Worker Hours and Wages • Dependents & Beneficiaries • Benefit Annual Rates • Worker Wellness and Tobacco Usage
Absence Management	• Time off Balance Conversion Included • Active Leaves for the previous twelve (12) Months (Balance as of go-live date, not daily balance conversion) • Time Off Event Conversions Excluded
Time Tracking	• Excluded from the Scope for go-live
Scheduling	• Worker Availability will not be loaded prior to Go Live. • Worker Preferences will not be loaded prior to Go Live. • Worker Overrides will not be loaded prior to Go Live.

Function	Scope
	• Labor Demand will not be loaded prior to Go Live. • Sales Forecast and Labor Cost will not be loaded prior to Go Live.
Recruiting	• Up to one hundred (100) Open Job Requisitions and Corresponding Open Positions • Prospect Conversion Excluded • Open Positions Not Associated with Job Requisitions Excluded • Active Candidate Data Conversion Excluded
Performance & Development	• No Transactional History • No Prior Performance Reviews • One (1) year of Overall Rating History for Performance Review if Advanced Compensation is in Scope. Note that this includes simplified templates with only the rating value (not entire performance review) • No Goal History
Succession Planning	• Excluded from Scope
Payroll	• Year-To-Date (YTD) wages and payroll tax data, including taxable wages and subject wages for federal, state, and local taxes reconciled to tax returns to be loaded by quarter, up to three (3) total history conversion loads (Quarter 1, Quarter 2, and Quarter 3) • Withholding Orders Excluded (active orders to be manually entered by Client) • Current tax elections • Worker Payment Elections • Ongoing payroll input (to be loaded by Client via EIB)
Learning	• Up to forty (40) Instructor Assignments • Up to twenty (20) standalone lessons • Courses: Up to forty (40) active Digital and/or Blended courses with up to five (5) lessons each • Course Offerings: Up to twenty (20) with up to five (5) components each (referencing existing or in Scope blended courses) • Programs: Up to five (5) programs with up to five (5) components each (referencing existing or in Scope lessons or courses) • Campaigns: Up to ten (10) campaigns with up to five (5) components each (referencing existing or in Scope lessons, courses, or programs) and up to two (2) reminders each • Historical Records: Excluded • Historical Courses: Excluded • External Instructors & Learners: Excluded
Financial Management	
Financial Accounting	• Single Summarized Journal for Each Company Per Period with a Maximum of One (1) Year Plus Current YTD - Prior Year Ending Balance • Company Base Currency Only • Transactional/Detailed Journals are out-of-Scope and will not be included
Banking & Settlements	• Beginning Balance

Function	Scope
	• Unreconciled Open items
Budgets	• Current Year Budget Data
Customer Accounts	• Customers with Activity Within two (2) years Prior to Go-Live • Open Account Receivables Items
Customer Contracts	• The Remaining Balance of four hundred (400) Active Customer Contracts and Open Fixed Fee Customer Contract Line Types
Supplier Accounts	• Up to four thousand (4,000) suppliers active in the past two (2) years • Supplier invoice history in current calendar year for 1099 reporting • Open supplier invoices are out-of-Scope
Procurement	• Open Approved Purchase Orders at time of go-live • Open Supplier contracts at time of go-live • Receipts for Open Approved Purchases Orders at time of go-live • Open Requisition conversion is out-of-Scope • Open Request for Quotes (RFQs) are out-of-Scope
Business Assets	• Up to two thousand (2,000) Active Capitalized Assets, Reconciled to Balance Sheet [Non-Work in Progress (WIP) related assets only] • Up to two thousand (2,000) Tracked Expensed Assets (No Cost)
Expenses	• Worker Payment Elections for Expense Payments
Projects	• Up to five hundred (500) projects active at the time of or one year prior to go-live with attributes.
Adaptive Planning (Workday Data Management)	• Import GL trial balance from Workday (up to one (1) year historical) • Import metadata from Workday (up to ten (10) dimensions) • Import personnel roster from Workday for existing and open positions • Configure User-Sync with Workday