

**ORDER FORM P00425452.0**  
**TO THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES**  
**CONTRACT DIR-TSO-4242**  
**("AGREEMENT")**

<b>Reseller Name</b>	Precision Task Group, Inc., or PTG (hereinafter, the "Reseller")
<b>Customer Name</b>	City of Olathe (hereinafter, the "Customer")
<b>Customer Address</b>	100 E Santa Fe Street, Olathe, Kansas, 66061, United States
<b>Workday Entity Name</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>Agreement Effective Date</b>	December 14, 2019
<b>Order Effective Date</b>	The later of the dates of the parties' signatures below
<b>Order Term</b>	January 19, 2024 through September 16, 2031
<b>Currency</b>	USD
<b>Underlying Order Forms</b>	P00259992.0 (as amended by Amendment 1 Order Form P00265064.0), P00370033.0, P00376123.0, and if applicable, any related renewal Order Form(s) then in effect
<b>Total Subscription Fee</b>	853,752

**Payment Schedule Table**

<b>Payment #</b>	<b>Payment Due Date</b>	<b>Payment Amount</b>
1	Due in accordance with the Agreement, invoiced upon Order Effective Date	121,964
2	Due September 17, 2025, invoiced in accordance with the Agreement	121,964
3	Due September 17, 2026, invoiced in accordance with the Agreement	121,964
4	Due September 17, 2027, invoiced in accordance with the Agreement	121,964
5	Due September 17, 2028, invoiced in accordance with the Agreement	121,964
6	Due September 17, 2029, invoiced in accordance with the Agreement	121,964
7	Due September 17, 2030, invoiced in accordance with the Agreement	121,968
	<b>Total Payment Amount</b>	<b>853,752</b>

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

**Subscription Fees Table**

<b>Subscription Period</b>	<b>Date Range</b>	<b>Subscription Fee</b>
1	January 19, 2024 through September 16, 2024	68,618
2	September 17, 2024 through September 16, 2025	105,610
3	September 17, 2025 through September 16, 2026	107,722
4	September 17, 2026 through September 16, 2027	109,877
5	September 17, 2027 through September 16, 2028	112,075
6	September 17, 2028 through September 16, 2029	114,316
7	September 17, 2029 through September 16, 2030	116,602
8	September 17, 2030 through September 16, 2031	118,932
	<b>Total Subscription Fee</b>	<b>853,752</b>

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 Underlying Order Form(s)). During the initial Term, any increases due to CPI (also defined in the Underlying Order Form(s)) are waived.

**Subscription Rights Table**

SKU	Service	Pricing Metric	Annual Subscription Rights
PPLA	People Analytics	FSE*	Full Enterprise

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

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

Service	FSE Population Category	Baseline FSE Count
People Analytics	Full Enterprise	1,056

The parties agree that the attached Addendums A and B are hereby added to the Order Form and incorporated by reference herein this Order Form.

**IN WITNESS WHEREOF, this Order Form is entered into as of the Order Effective Date.**

**City of Olathe****Precision Task Group, Inc.**\_\_\_\_\_  
Signature\_\_\_\_\_  
Signature\_\_\_\_\_  
Name\_\_\_\_\_  
Name\_\_\_\_\_  
Title\_\_\_\_\_  
Title\_\_\_\_\_  
Date Signed\_\_\_\_\_  
Date Signed

## ADDENDUM A ADDITIONAL ORDER FORM TERMS ADDENDUM

### 1. Growth and Expansion.

Customer will report to [workday@ptg.com](mailto:workday@ptg.com) as specified in the Underlying Order Form(s) for the metrics as provided below. Due to the Add-On Services shown in the Subscription Rights Table, the Expansion Rate(s) in the Underlying Order Form(s) are incrementally increased as provided below:

#### 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	49.96

#### Customer Contact Information

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name	Information Technology c/o Kristina Bohrer or Emily Winters	Aaron Goertz	Leslie Fortney
Phone/Fax #	(913) 971-6487	913-486-7714	913-971-8600
Email	<a href="mailto:ewinters@olatheks.org">ewinters@olatheks.org</a> <a href="mailto:krbohrer@olatheks.org">krbohrer@olatheks.org</a>	<a href="mailto:atgoertz@olatheks.org">atgoertz@olatheks.org</a>	<a href="mailto:lgfortney@olatheks.org">lgfortney@olatheks.org</a>

The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table, and any use in excess of the maximums indicated will be subject to the terms in the Underlying Order Form(s), if applicable. Customer understands that the Base Subscription Fee for the Renewal Term of this Order Form is 121,249. These fees are incremental to the Base Subscription Fees in the associated Underlying Order Form(s).

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced Agreement, the Underlying Order Forms, or related renewal Order Form in effect, and any Addendums and Exhibits attached hereto. In the event of a conflict, the provisions of this Order Form take precedence over the Underlying Forms and their appendices, exhibits and attachments. Capitalized terms not defined herein shall have the same meaning as in the Underlying Order Forms. An active HCM/FIN subscription is required for use of the Service applications listed herein. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to [accounting@ptg.com](mailto:accounting@ptg.com).

**Limitation of Liability.** Pursuant to Section 10.12 of the DIR Contract DIR-TSO-4242, Reseller and Customer agree to a limitation of liability of two times the total value of a Purchase Order, the value including all amounts paid and amounts to be paid over the life of a Purchase Order to Reseller by Customer as described in a Purchase Order issued hereunder. The limitation of liability does not apply to: claims of bodily injury, violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the DIR Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation. Customer agrees that it shall include this term in a Purchase Order issued hereunder. For purposes of this Section 22 of the Addendum, the term "Purchase Order" shall mean the defined term, "Purchase Order," in Section 3.9 of Appendix of the DIR Contract.

**Survival.** Customer finds that the survival of the Subscription Order Form beyond five years after the term of DIR-TSO-4242 is justified and necessary due to the fact that this is a long-term investment in the Customer's ERP Solution, Customer receives lower pricing for a longer term of the order, and that by making use of this approach Customer avoids renewals at a higher price over the term of the order. This express finding and justification is

included herein for purposes of satisfying the requirements of Section 4.5 “Survival” of Amendment Number 2 To Contract Number DIR-TSO-4242 between State of Texas, acting by and through the Department of Information Resources and Precision Task Group, Inc.

**IN WITNESS WHEREOF, this Addendum A is entered into as of the Order Effective Date.**

**City of Olathe**

**Precision Task Group, Inc.**

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Signature

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Signature

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Name

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Name

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Title

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Title

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Date Signed

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Date Signed

**ADDENDUM B**  
**WORKDAY SERVICE SKU DESCRIPTIONS**

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

Service	Description
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.

**IN WITNESS WHEREOF, this Addendum B is entered into as of the Order Effective Date.**

**City of Olathe**

**Precision Task Group, Inc.**

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Signature

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Signature

\_\_\_\_\_  
Name

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Name

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Title

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Date Signed

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