

**ORDER FORM #P00474579.0
TO THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT
NO. DIR-TSO-4242
("AGREEMENT")**

Reseller Name	Precision Task Group, Inc. or PTG (hereinafter, the "Reseller")
Customer Name	County of Galveston (hereinafter, the "Customer")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Agreement Effective Date	December 14, 2019
Order Effective Date	The later of the dates beneath the parties' signatures below
Training Subscription Order Term	February 11, 2025 to February 10, 2027
Currency	USD
Total Training Fees	35,262

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Agreement, invoiced upon Order Effective Date	17,631
2	Due on first anniversary of the Order Term start date	17,631
	Total Payment Amount	35,262

SKU	Training Offering	Annual Rate	Quantity	Term	Discount%	Total Training Fees
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	2,519	1	2	50	5,038
LODPAY10	Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users	2,519	1	2	50	5,038
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	2,519	1	2	50	5,038
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	2,519	1	2	50	5,038
PLNTRN10	Adaptive Planning - Administrator Training Kit 10 Initial Users	7,556	1	2	0	15,110
					Total Training Fees	35,262

Customer Contact Information	Billing, In Care of
Contact Name	Imtiyaz Moledina
Street Address City/Town, State/Province/Region Zip/Postal Code Country	722 Moody County Courthouse Galveston, Texas 77550 United States
Phone	409.762.8621
Email (Required)	Imtiyaz.Moledina@galvestoncountytexas.gov

This Order Form is entered into as of the Order Effective Date listed above, and subject to and governed by the Agreement, the Subscription Order Form # P380115's Appendix 1, SA, (the "SA") and the attached Addendum A, Additional Terms Applicable to Training, incorporated herein by reference, for Reseller to resale the Workday Training Offerings hereunder. In the event of a conflict between the terms and conditions of the attached Addendum A and the SA, the terms and conditions of Addendum A shall control. The parties further agree to the attached Addendum A, Additional Terms Applicable to Training. All remittance advice and invoice inquiries shall be directed to accounting@ptg.com.

THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON RESELLER RECEIVING FROM CUSTOMER A SIGNED COPY OF THIS ORDER FORM BY NO LATER THAN 5 PM CST ON FEBRUARY 11, 2025 ("Deadline").

Notwithstanding the foregoing, this Order Form shall be valid if Reseller, in its sole discretion, accepts an Order Form received after the Deadline. Reseller will notify the Customer in the event Reseller does not accept the Order Form.

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

County of Galveston

Precision Task Group, Inc.

Signature

Michael
Baudler

Digitally signed by Michael Baudler
DN: CN = Michael Baudler email = Michael.baudler@ptg.com C = US
Date: 2025.01.27 16:48:48 -0500

Signature

Name

Michael Baudler

Name

Title

CFO

Title

Date Signed

01/27/2025

Date Signed

Addendum A

Additional Terms Applicable to Training

- 1. Training Terms.** Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility (subject to subpart 3 below), or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, pricing for purchase of a single Training Credit shall apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday's current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee. Because Training Credits do not expire and sales of Training Credits are used, in part, to project training staffing needs, Workday reserves the right to decline to sell Training Credits grossly in excess of a Customer's anticipated need. Any conversion of unused Training Credits to credits used against professional services uses the price paid for the Training Credits against the then-current prices for the professional services against which the credits are applied.
- 2. Training Credit Bulk Purchase Option.** Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. Rates are as shown in Reseller's Texas DIR Pricing.
- 3. On-Site Training Terms.** On-site training at Customer's site is subject to Workday's approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.
- 4. "LOD" Learn On-Demand Terms.** The first Learn On-Demand SKU of each Library purchased by Customer is for ten (10) Named Users. Each 5 Additional Users SKU is for five (5) additional Named Users for the stated Library. A Library is a bundle of specific, related training concepts. Library offerings currently include: (i) HCM, (ii) Cross Application Technology, (iii) Financials, (iv) Workday Payroll, and (v) Education & Government. A Named User is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above.
- 5. Adoption Kit Terms.** The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit subscription term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing

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

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