**ORDER FORM #00377785.0 to Call-Off Contract #CCZN22A09 under Framework BOS**

|  |  |
| --- | --- |
| **Customer Name** | Crown Commercial Service |
| **Workday Entity Name** | Workday LimitedRegistration number: 521013 (Registered in Dublin, Ireland) Registered office: The Kings Building, May Lane, Dublin 7, Ireland |
| **Call-Off Contract Effective Date** | March 3, 2022 |
| **Order Effective Date** | The later of the dates of the parties’ signatures below |
| **Order Term** | January 13, 2023 through April 12, 2025 |
| **Currency** | GBP |
| **Underlying Order Form** | OF #300434 |
| **Total Subscription Fee** | 123,606 |

# Payment Schedule Table

|  |  |  |
| --- | --- | --- |
| **Payment #** | **Payment Due Date** | **Payment Amount** |
| 1 | Due in accordance with the Call-Off Contract, invoiced upon Order Effective Date |  **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
| 2 | Due on first anniversary of the Order Term start date | **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
| 3 | Due on second anniversary of the Order Term start date | **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
|  | **Total Payment Amount** | **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |

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

# Subscription Fees Table

|  |  |  |
| --- | --- | --- |
| **Period** | **Date Range** | **Subscription Fee** |
| 1 | January 13, 2023 through April 12, 2023 |  **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
| 2 | April 13, 2023 through April 12, 2024 | **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
| 3 | April 13, 2024 through April 12, 2025 |  **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
|  | **Total Subscription Fee** |  **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |

*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*  **REDACTED TEXT under FOIA Section 43 Commercial Interests**

# Subscription Rights Table

|  |  |  |  |
| --- | --- | --- | --- |
| **SKU** | **Service** | **Pricing Metric** | **Annual Subscription Rights** |
| TT | Time Tracking | FSE\* | Limited to designated project workers |
| PRJT | Projects | FSE\* | Limited to designated project workers |

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

# Full-Service Equivalent (“FSE”) Count Table

|  |  |
| --- | --- |
| **FSE Population Category** | **Baseline FSE Count** |
| Limited to designated project workers | 200 |

1. **Growth and Expansion.**

Customer will report to subscriptions@workday.com as specified in the Underlying Order Form for the metrics as provided below. Due to the Add-On Services shown in the Subscription Rights Table, the Expansion Rates in the Underlying Order Form are incrementally increased as provided below:

# 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 |
| TT & PRJT |  **REDACTED TEXT under FOIA Section 43 Commercial Interests** |

|  |  |
| --- | --- |
| **Customer Information** | **Billing Contact, In Care of** |
| Contact Name | **REDACTED TEXT under FOIA Section 40, Personal Information**. |
| Street AddressCity/Town, State/Region/County, Zip/Post Code, Country | Floor 9, The Capital Building Liverpool, L3 9PP,United Kingdom |
| Email (required) | **REDACTED TEXT under FOIA Section 40, Personal Information**. |

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, if applicable.

Customer understands that the Base Subscription Fee for the Renewal Term of this Order Form is **GBP 55,661**. These fees are incremental to the Base Subscription Fees in the associated Underlying Order Form.

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced MSA, the Underlying Order Form, or related renewal Order Form in effect, and the Addendums and Exhibits attached hereto. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. Capitalized terms not defined herein shall have the same meaning as the Underlying Order Forms. An active HCM & FIN subscription is required for use of the Service applications listed herein.

All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

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

|  |  |
| --- | --- |
| **Crown Commercial Service** **REDACTED TEXT under FOIA Section 40, Personal Information**.  | **Workday Limited** **REDACTED TEXT under FOIA Section 40,** **Personal Information**. |
|  |  |
| Signature**REDACTED TEXT under FOIA Section 40,** **Personal Information**.  | Signature **REDACTED TEXT under FOIA Section 40,**  **Personal Information**. |
| Name**REDACTED TEXT under FOIA Section 40,** **Personal Information**. | Name **REDACTED TEXT under FOIA Section 40,**  **Personal Information**.  |
| TitleDec 22, 2022 | TitleDec 22, 2022 |
| Date Signed | Date Signed |

**ADDENDUM**

**WORKDAY SERVICE SKU DESCRIPTIONS**

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

|  |  |
| --- | --- |
| **Service** | **Description** |
| 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. |
| 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. |

**Joint Schedule 2 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

|  |
| --- |
| **Contract Details** |
| This variation is between: | **Crown Commercial Service** (**“the Buyer"**) And**Workday Limited** (**"the Supplier"**) |
| Contract name: | Call-off contract **(“the Contract”)** |
| Contract reference number: | CCZN22A09 |
| **Details of Proposed Variation** |
| Variation initiated by: | **Buyer** |
| Variation number: | **2** |
| Date variation is raised: | As of the date of the last signature hereof |
| Proposed variation | The purchase of Project and Time Tracking SKU’s for 200 FSE at an |
|  | additional cost to the Buyer of £123,606.00 (ex VAT) |
|  | The Amendment Value breakdown will be: |
|  |  **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
|  |  **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
|  |  **REDACTED TEXT under FOIA Section 43 Commercial Interests**. |
| Reason for the variation: | 1. Execution of Order Form #00377785.0
2. Buyer wishes to subscribe to Workday Time Tracking and Workday Projects
 |
| An Impact Assessment shall be provided within: | **NA** |
| **Impact of Variation** |
| Likely impact of the proposed variation: | As per the terms of the contract variation below |
| **Outcome of Variation** |
| Contract variation: | This Contract detailed above is varied as follows:* In accordance with the terms agreed in section ‘Call-Off Charges’ of Framework Schedule 6, the parties have agreed to enter into the Training Order Form #00377785.0 on or about the date of this variation
 |
| Financial variation: | Original Contract Value: | £ **1,558,804 (ex VAT)** |
| Additional cost due to variation: | £ **123,606 (ex VAT)** |
| New Contract value: | £ **1,682,410 (ex VAT)** |

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1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by the Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the **buyer (First Signature)**

|  |  |
| --- | --- |
| Signature DateName (in Capitals) Address | **REDACTED TEXT under FOIA Section 40,** **Personal Information**. |
| Dec 22, 2022 |
| **REDACTED TEXT under FOIA Section 40,** **Personal Information**. |
|  |
|  |

Signed by an authorised signatory for and on behalf of the **Seller**

|  |  |
| --- | --- |
| Signature DateName (in Capitals)Address | **REDACTED TEXT under FOIA Section 40,** **Personal Information**. |
| Dec 22, 2022 |
| **REDACTED TEXT under FOIA Section 40,** **Personal Information**. |
| The King's Building, May Lane, Dublin 7, Ireland |

Signed by an authorised signatory for and on behalf of the **buyer (Second Signature)**

|  |  |
| --- | --- |
| Signature DateName (in Capitals) Address |  |
|  |
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|  |
|  |

Approved as to legal form by:

**REDACTED TEXT under FOIA Section 40,**

**Personal Information**.

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