

**ORDER FORM 00448190.0**

<b>Customer Name</b>	City of Palm Desert
<b>Workday Entity</b>	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
<b>Universal Main Subscription Agreement (MSA)</b>	This Order Form is subject to and governed by the MSA found at <a href="https://www.workday.com/content/dam/web/en-us/documents/legal/umsa-customers-us-can-v246.pdf">https://www.workday.com/content/dam/web/en-us/documents/legal/umsa-customers-us-can-v246.pdf</a> . The MSA is hereby amended through the entire MSA Term to add as an addendum the US Public Sector Addendum found at <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> .
<b>Product Terms</b>	Service SKUs are subject to the applicable Product Terms available at <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> , which are incorporated herein by reference.
<b>MSA and Order Form Effective Date</b>	The later of the dates of the parties' signatures on the Signature Document
<b>Order Term</b>	October 30, 2024 through October 29, 2034
<b>Currency</b>	USD
<b>Total Fees</b>	2,874,129
<b>Tenant (or Instance as applicable) Base Name</b> <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	palmdesert

**Subscription Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date, NET 60	251,125
2	Due on First anniversary of the Order Term start date, NET 60	251,125
3	Due on Second anniversary of the Order Term start date, NET 60	282,241
4	Due on Third anniversary of the Order Term start date, NET 60	282,241
5	Due on Fourth anniversary of the Order Term start date, NET 60	282,241
6	Due on Fifth anniversary of the Order Term start date, NET 60	282,241
7	Due on Sixth anniversary of the Order Term start date, NET 60	282,241
8	Due on Seventh anniversary of the Order Term start date, NET 60	282,241
9	Due on Eighth anniversary of the Order Term start date, NET 60	282,241
10	Due on Ninth anniversary of the Order Term start date, NET 60	282,242
	<b>Total Payment Amount</b>	<b>2,760,179</b>

**Training Payment Schedule Table**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	96,575
2	Due on First anniversary of the Order Term start date	17,375
	<b>Total Payment Amount</b>	<b>113,950</b>

**Subscription Fees Table**

Subscription Period	Date Range	Subscription Fee
1	October 30, 2024 through October 29, 2025	224,675
2	October 30, 2025 through October 29, 2026	229,169
3	October 30, 2026 through October 29, 2027	268,709
4	October 30, 2027 through October 29, 2028	274,085
5	October 30, 2028 through October 29, 2029	279,567
6	October 30, 2029 through October 29, 2030	285,159
7	October 30, 2030 through October 29, 2031	290,860
8	October 30, 2031 through October 29, 2032	296,679
9	October 30, 2032 through October 29, 2033	302,612
10	October 30, 2033 through October 29, 2034	308,664
<b>Total Subscription Fee</b>		<b>2,760,179</b>

For the avoidance of doubt, the Payment Schedule Table(s) will be used for invoicing purposes. 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 Order Term, any increases due to CPI (also defined below) are waived. Customer understands that the Subscription Fees above reflects Customer’s planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

**Subscription Rights Table**

SKU	Service	Pricing Metric	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise
LDPCCB	Cloud Connect for Benefits - LDP	FSE*	Full Enterprise
LDPBEN	Benefits - LDP	FSE*	Full Enterprise
LDPUSP**	Payroll for United States - LDP	FSE*	United States-based Employees only
LDPLRN	Learning - LDP	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
LDPCCLRN	Cloud Connect for Learning - LDP	FSE*	Full Enterprise
LDPTLO	Talent Optimization - LDP	FSE*	Full Enterprise
LDPFIN	Core Financials - LDP	FSE*	Full Enterprise
LDPGM	Grants Management - LDP	FSE*	Full Enterprise
LDPPLNF	Financial Planning - LDP	FSE*	Full Enterprise
LDPARA	Prism Analytics Enterprise - LDP	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant (or Instance as applicable)
LDPTT	Time Tracking - LDP	FSE*	Full Enterprise
LDPAM	Absence Management - LDP	FSE*	Full Enterprise
LDPEXP	Expenses - LDP	FSE*	Full Enterprise
LDPPRO	Procurement - LDP	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 Services 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	158
United States-based employees	158

**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**

	<b>Billing, In Care of</b> <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	<b>Customer Support</b> <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	<b>Subscriptions Contact</b> <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Accounts Payable	Clayton von Helf	Jenavieve Alvarez
Street Address	73510 Fred Waring Dr	73510 Fred Waring Dr	73510 Fred Waring Dr
City/Town, State/Region/Country, Zip/Post Code, Country	Palm Desert California 92260-2524 United States	Palm Desert California 92260-2524 United States	Palm Desert California 92260-2524 United States
Phone/Fax #			
Email (required)	<a href="mailto:accounts.payable@palmdesert.gov">accounts.payable@palmdesert.gov</a>	<a href="mailto:cvonhelf@palmdesert.gov">cvonhelf@palmdesert.gov</a>	<a href="mailto:jalvarez@palmdesert.gov">jalvarez@palmdesert.gov</a>
Internal Reference or PO (optional)			
Tax Exempt? Yes / No	If yes, US Exemption Tax Certificate or FST/VAT Number		
<b>Additional Customer Support Contacts</b> <i>Product Lead who will receive initial login credentials.</i>			
	<b>Admin Contact Name</b>	<b>Admin Contact Email</b>	
Adaptive Planning			

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 Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is the Signature Document and incorporates all documents linked and/or attached. For reference only, a copy of the Product Terms as they exist as of the Order Form Effective Date are attached hereto. Customer may not withhold, reduce, or set-off fees owed under this Order Form. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).



## 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. Annual Subscription Rights limits may not be decreased during the Order Term.

### 2. FSE Metric Calculation and Worker Category Definitions.

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

#### FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	150	100.0%	150
Part-Time Employees	30	25.0%	8
Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
<b>Total FSE Count:</b>	<b>180</b>		<b>158</b>

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

“Full-Time Employee” is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“Part-Time Employee” is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

“Former Worker with Access” is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

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

**3. Additional Metric Definition(s).**

**Additional Metric Definition Table**

	<b>Metric</b>	<b>Definition</b>
LDPBRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer’s PRA data catalog. Published Data Rows are measured separately for each Tenant (or Instance as applicable).
LDPBRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer’s LDPBRA data catalog. These data rows are in addition to Customer’s existing Published Data Row entitlements under Customer’s LDPBRA subscription and any other LDPBRACU subscription(s). Published Data Rows are measured separately for each Tenant (or Instance as applicable).

**4. Growth and Expansion.**

**A. Annual Reporting Obligation.**

Customer will report to [subscriptions@workday.com](mailto: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**

<b>SKU</b>	<b>Annual FSE Expansion Rate</b>
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	652.55
LDPUSP	82.32

**b. Additional Metric Reporting based on highest daily number.**

Reporting for the following SKU(s) is based on the highest daily number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9 months preceding the Annual Reporting Period.

**i. Additional Metric Expansion Table**

<b>SKU</b>	<b>Additional Metric Increase</b>	<b>Annual Expansion Rate for Additional Metric Increase</b>
LDPBRACU	Each increment of 10M Additional Published Data Rows	20,000

**5. 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. Such order form must be executed no later than 30 days prior to the end of this Order Term.

**Renewal Table**

<b>Renewal Term Years</b>	<b>Annual Renewal Subscription Fees</b>
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 in the final Subscription Period. 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.

**6. Additional Definitions (as applicable).**

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

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

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

**7. Additional Scope of Use Terms.**

**Prism Analytics.** Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with LDPPRA 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. LDPPRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in LDPPRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of LDPPRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the “**Growth and Expansion**” section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). “**Data Limit**” for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the “**Subscription Rights Table**” above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.



**8. Customer Identification**

Workday may use Customer's name and logo in lists of customers, in marketing and presentations, on its earnings calls, in releases, and on its website. Workday may also reference Customer's name in verbal format.

Further, at Workday's reasonable request and at Customer's reasonable discretion, Customer shall (1) make Customer's representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer's use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

**9. Option to Acquire Additional Service SKUs.**

At any time within twenty-four (24) months of this Order Effective Date (the "Option Expiration Date"), Customer may acquire a subscription for the specific SKU(s) as set forth below. Any standard applicable terms for the SKU(s) acquired will apply. If Customer elects to exercise its option under this section, Customer must provide Workday with written notice by the Option Expiration Date. Workday will provide a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Pricing Metric	Subscription Rights	Annual Fee per FSE Worker
LDPREC	Recruiting - LDP	FSE*	Full Enterprise	36.35

*\*Customer understands that the Baseline FSE Worker Count stated for the Subscription Rights may be subject to increase in accordance with the Growth and Expansion section herein*

**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

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

Service	Product Line	Description
Core Human Capital Management - LDP	Human Capital Management	Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the onboarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Workday 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).
Cloud Connect for Benefits - LDP	Human Capital Management	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Benefits - LDP	Human Capital Management	Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events, evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.
Payroll for United States - LDP	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.



Learning - LDP	Talent Management	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Platform and Product Extensions	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 - LDP	Talent Management	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning.
Talent Optimization - LDP	Talent Management	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities.
Core Financials - LDP	Financial Management	Core Financials includes financial management and accounting, banking and settlement management, cash management, customer management, supplier management, financial consolidation and business asset accounting. Core Financials includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments, and customer payments via credit card.
Grants Management -	Financial Management	Workday Grants Management enables organizations to administer and report on awards from the federal

LDP		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 - LDP	Adaptive Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Prism Analytics Enterprise - LDP	Analytics and Reporting	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.
Time Tracking - LDP	Workforce Management	Workday Time Tracking enables the collection, processing, and distribution of time data for a global workforce. The Workday Time Tracking module is unified with Workday HCM and Workday Payroll and includes basic time scheduling, time entry (hourly, time in/time out), approvals, and configurable calculation rules.
Absence Management - LDP	Workforce Management	Absence Management supports the management of leave of absences and time off. It enables the set up and administration of leave plans; the definition of the impact a leave has on employee compensation, as well as whether employees can request leave types directly. It enables viewing of leave results for a worker or organization; set up and administration of time off plans, and whether time off can be requested directly by the employee. Absence Management enables the viewing of time off plan balances including projections.
Expenses - LDP	Financial Management	Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including corporate card transactions and travel partners.
Procurement - LDP	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing.

		<p>Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.</p>
--	--	---



**TRAINING ADDENDUM**

<b>Customer Name</b>	City of Palm Desert
<b>Training Terms</b>	The Training Addendum is subject to the Training Terms located at <a href="https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html">https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html</a> , which are incorporated herein by reference.
<b>Training Subscription Term</b>	October 30, 2024 through October 29, 2026
<b>Training Credit Order Term</b>	18 Months from the Order Effective Date

SKU	Training Offering	Quantity
TC	Training Credits	120
PLNTRN5	Adaptive Planning - Administrator Training Kit 5 Initial Users	1
AK	Adoption Kit	1
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	1
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users	1
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	1
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	1

**Bulk Training Credit Rates.**

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

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD \$ 800
11-25	USD \$ 760
26-50	USD \$ 735
51-75	USD \$ 710
76-100	USD \$ 685
101-249	USD \$ 660
250+	USD \$ 620

For reference only, a copy of the Training Terms as they exist as of the Order Form Effective Date are attached hereto. With respect to the Training Terms only, in the event of a conflict between the terms of the MSA, the main body of the Order Form, this Training Addendum, and the Training Terms, the order of precedence is this (i) Training Addendum, (ii) the main body of the Order Form, (iii) the Training Terms, and (iv) the MSA.