



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2
CONTRACT #: AR2507
Starting Date: 4/24/2017
Expiration Date: 9/15/2026

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Workday, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:
The parties agree that as of the Effective Date of this Amendment, the Master Agreement is hereby updated with the attached new price list catalog dated 8/15/2024. This price list catalog replaces any prior prices lists for any new transactions made pursuant to the Master Agreement after the Effective Date of this Amendment. Contractor agrees and commits to preserve a minimum of a 20% discount off the MSRP/List Price set forth in the new price list catalog the until September 15, 2025 for any customer or Purchasing Entity who buys two or more SKU solutions at the same time and for the same subscription term.
Effective Date of Amendment: 8/15/2024

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Signed by: Kathleen Curry 9/29/2024
Contractor's Signature Date

Kathleen Curry
Contractor's Name (Print)
GVP, Partner Management & Success
Title (Print)

DocuSigned by: 10/1/2024
Director, State of Utah Division of Purchasing Date

For Division of Purchasing Internal Use			
Purchasing Agent	Phone #	E-mail Address	Contract #
Blake Theo Porter	801-957-7136	btporter@utah.gov	AR2507

SKU #	Product Description	MSRP / List Price	GSA Price	NASPO Price
ACC	Accounting Center (25 million Accounting Source Input Rows, per year)	210,000.00	209,471.03	205,800.00
APLN	Adaptive Planning Base (10 users included, per year)	90,000.00	89,733.30	88,200.00
APLNNPI	Adaptive Planning Non Production Instance (Additional) (Per Planning Instance per year)	4,000.00	3,989.92	3,920.00
APLNC	Adaptive Planning and Consolidation Base (10 users included, per year)	110,000.00	109,722.92	107,800.00
APLNCU	Adaptive Planning and Consolidation Base User (Additional) (Per year)	4,000.00	3,989.92	3,920.00
APLNP	Adaptive Planning Base Plus (30 users included, per year)	400,000.00	398,992.44	392,000.00
APLNPU	Adaptive Planning Base Plus User (Additional) (Per year)	4,000.00	3,989.92	3,920.00
APLNU	Adaptive Planning Base User (Additional) (Per year)	2,750.00	2,743.07	2,695.00
BYOK	Bring Your Own Key (per FSE per year)	33.42	33.33	32.75
CCB	Cloud Connect for Benefits (per FSE per year)	66.84	66.67	65.50
CCLRN	Cloud Connect for Learning (per FSE per year)	26.73	26.67	26.20
CCTPP	Cloud Connect for Third Party Payroll (per FSE per year)	55.70	55.56	54.59
CE	Candidate Engagement (per FSE per year)	35.65	35.56	34.94
CHCM	Core Human Capital Management (per FSE per year)	208.31	207.78	204.14
EMPVCE	Peakon Employee Voice (per FSE per year)	66.84	66.67	65.50
EWM	Extended Workforce Management (0.9% of Annual Committed Spend through Service, per \$100) Extended Workforce Management on the Pay As You Go model (1.125% of Annual Committed Spend	0.90	0.90	0.88
EWM (Pay As Y	through Service, per \$100)	1.13	1.12	1.10
EXP	Expenses (per FSE per year)	66.84	66.67	65.50
FIN	Core Financials (per FSE per year)	222.79	222.23	218.33
GM	Grants Management (per FSE per year)	111.39	111.11	109.16
HLP	Help (per FSE per year)	66.84	66.67	65.50
INV	Inventory (per FSE per year)	66.84	66.67	65.50
JRNY	Journeys (per FSE per year)	33.42	33.33	32.75
JRNY-STU	Journeys for Student (per FTE per year)	\$25.57	25.51	25.06
LRN	Learning, Media Cloud (no fee) included (per FSE per year)	66.84	66.67	65.50
LRNXE	Workday Learning for Extended Enterprise (1,000 Seats per year)	\$20,600.00	20,548.11	20,188.00
MSG	Messaging (100,000 Messages per year)	20,000.00	19,949.62	19,600.00
PB	Project Billing (per FSE per year)	222.79	222.23	218.33
PLNF	Financial Planning (per FSE per year)	100.26	100.00	98.25
PLNFC	Financial Planning and Consolidation (per FSE per year)	\$145.48	145.12	142.57
PLNFI	Financial Planning Instance (Additional) (Per Planning Instance per year)	75,000.00	74,811.08	73,500.00
PLNW	Workforce Planning (per FSE per year)	100.26	100.00	98.25
PLNWI	Workforce Planning Instance (Additional) (Per Planning Instance per year)	75,000.00	74,811.08	73,500.00
PLNX	Operational Planning (per FSE per year)	100.26	100.00	98.25

	Operational Planning Instance (Additional) (Per			
PLNXI	Planning Instance per year)	75,000.00	74,811.08	73,500.00
PPLA	People Analytics (per FSE per year)	57.93	57.78	56.77
PRA	Prism Analytics Enterprise (per FSE per year)	89.12	88.89	87.34
PRJT	Projects (per FSE per year)	77.98	77.78	76.42
PRO	Procurement (per FSE per year)	133.67	133.34	131.00
REC	Recruiting (per FSE per year)	89.12	88.89	87.34
SC	Scheduling (per FSE per year)	66.84	66.67	65.50
	Strategic Sourcing Contracts (Unlimited contract			
SRCCNT	events, per year)	80,000.00	79,798.49	78,400.00
	Strategic Sourcing Essentials (10 users included, per			
SRCESS	year)	149,000.00	148,624.69	146,020.00
	Strategic Sourcing Expert (20 users included, per year)			
SRCEXP	Strategic Sourcing Intake (Unlimited intake events,	339,000.00	338,146.10	332,220.00
	per year)			
SRCINT	Strategic Sourcing Supplier Management (Unlimited	40,000.00	39,899.24	39,200.00
	supplier events, per year)			
SRCSM	Strategic Sourcing User (Additional) (Per year)	80,000.00	79,798.49	78,400.00
SRCUSR	Statement of Work (0.45% of Annual Committed	5,000.00	4,987.41	4,900.00
	Spend through Services, per \$100)			
STOW	Statement of Work on the Pay As You Go model	0.45	0.45	0.44
	(0.563% of Annual Committed Spend through Service,			
STOW (Pay As Y	per \$100)	0.56	0.56	0.55
TLO	Talent Optimization (per FSE per year)	61.27	61.11	60.04
TT	Time Tracking (per FSE per year)	89.12	88.89	87.34
USP	Payroll for United States (per FSE per year)	167.09	166.67	163.75
	Workday Government Cloud eligible for CHCM, TLO,			
	CCB, USP, TT, REC, PRJT, PRA, EXP, FIN, PRO, INV, GM,			
	PB, CCTPP, WSS (30% of Annual Subscriptions Fee			
WGC	excluding Workday Success Plan, per \$100)	30.00	29.92	29.40
	Worker Profile Management (per Worker Record per			
WPM	year)	37.92	37.82	37.16
	Worker Profile Management on the Pay As You Go			
	model			
	The listed fee is an annual rate. Customer rate is			
WPM (Pay As Y	monthly (annual rate/12).	47.40	47.28	46.45
WSP-	Workday Success Plan Accelerate Essentials (10% of			
ACCELERATEE	Annual Subscriptions Fee excluding Workday			
SSENTIALS	Government Cloud, per \$100)	\$10.00	9.97	9.80
	Workday Success Plan Accelerate (20% of Annual			
	Subscriptions Fee excluding Workday Government			
WSP-Accelerat	Cloud, per \$100)	20.00	19.95	19.60
	Workday Success Plan Technical Account			
WSP-TAM	Management (Up to \$600,000 per year)	\$600,000.00	598,488.66	588,000.00
	Workday Success Plan Accelerate Plus (30% of Annual			
	Subscriptions Fee excluding Workday Government			
WSP-Accelerat	Cloud, per \$100)	30.00	29.92	29.40
WSS	Workday Student Service (per FTE per year)	166.38	165.96	163.05
XTND-APP-	Extend Additional Apps (Additional 3 Apps) (Up to	550,000.00		
3PK	\$550,000 per year)		548,614.61	539,000.00
XTND-ESS	Extend Essentials (3 Apps, up to \$900,000 per year)	900,000.00		
			897,733.00	882,000.00
	Extend Professional (10 Apps, up to \$2,000,000 per			
XTND-PRO	year)	2,000,000.00	1,994,964.22	1,960,000.00

BANK	Workday Bank Connectivity (3 Bank Logos per year)	\$72,500.00	72,317.38	71,050.00
BANKT	Workday Bank Connectivity Payment Entitlement (500,000 Payment Transactions per year)	\$4,500.00	4,488.67	4,410.00
IS-CO-1	Consultant	\$285.00		279.30
IS-EM-1	Engagement Manager	\$400.00		392.00
IS-PC-1	Principal Consultant	\$415.00		406.70
IS-PD-1	Project Director	\$525.00		514.50
IS-SC-1	Senior Consultant	\$370.00		362.60
IS-SEM-1	Sr. Engagement Manager	\$430.00		421.40
TR-INS-TRN-1	0-10 Training Credits	\$800.00	797.98	\$784.00
TR-INS-TRN-2	11-25 Training Credits	\$760.00	758.09	\$744.80
TR-INS-TRN-3	26-50 Training Credits	\$735.00	733..15	\$720.30
TR-INS-TRN-4	51-75 Training Credits	\$710.00	708.21	\$695.80
TR-INS-TRN-5	76-100 Training Credits	\$685.00	683.27	\$671.30
TR-INS-TRN-6	101-249 Training Credits	\$660.00	658.34	\$646.80
TR-INS-TRN-7	250+ Training Credits	\$620.00	618.44	\$607.60
TR-LOD-APP-1	Applicaation Library 10 Users	\$5,000.00	4987.41	\$4,900.00
TR-LOD-APP-2	Application Library Additional User	\$1,250.00	1246.85	\$1,225.00
TR-LOD-EG-1	Application Library Workday Student 10 Users	\$5,000.00	4987.41	\$4,900.00
TR-LOD-EG-2	Application Library Student Additional User	\$1,250.00	1246.85	\$1,225.00
TR-LOD-FIN-1	Financials Library 10 Users	\$5,000.00	4987.41	\$4,900.00
TR-LOD-FIN-2	Financials Library Additional User	\$1,250.00	1246.85	\$1,225.00
TR-LOD-HCM-1	HCM Library 10 Users	\$5,000.00	4987.41	\$4,900.00
TR-LOD-HCM-2	HCM Library Additional User	\$1,250.00	1246.85	\$1,225.00
TR-LOD-KIT-1	Adoption Kit HCM	\$5,000.00	4987.41	\$4,900.00
TR-LOD-PAY-1	Payroll Library 10 Users	\$5,000.00	4987.41	\$4,900.00
TR-LOD-PAY-2	Payroll Library Additional User	\$1,250.00	1246.85	\$1,225.00
TR-LODPLNTRN1	Adaptive Planning Training Kit Additional User	\$650.00	648.36	\$637.00
TR-LODPLNTRN10	Adaptive Planning Training Kit 10 Users	\$7,500.00	7481.11	\$7,350.00
TR-Refresher Training	Training Course Refresh	\$400.00	398.99	\$392.00
TR-SCHED-DAY-PAY-GO	Day of Training	\$800.00	797.98	\$784.00

TR-EXAM-PRO-
PAY-GO

Exam Fee

\$800.00

797.98

\$784.00



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: AR2507

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Workday, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

A. The Attachment A NASPO ValuePoint Master Agreement Terms and Conditions is amended as follows:

1. Section 1 of Attachment A (the NASPO ValuePoint Master Terms and Conditions) is hereby deleted in its entirety and replaced with the following:
 - a. *Any Order placed under this Master Agreement shall consist of the following documents:*
 - (1) *A Participating Entity's Participating Addendum ("PA");*
 - (2) *The State of Utah Master Agreement which includes NASPO ValuePoint Master Agreement Terms & Conditions, and other applicable documents referenced by the State of Utah Master Agreement Attachment A;*
 - (3) *The Order Form or Statement of Work identifying which Workday services (applications subscriptions, training, or consulting) are the subject of the order, the number of Full Service Equivalent Employees for whom the subscription is being purchased, if applicable, the term of the Order Form or Statement of Work, and pricing and payment schedules. Order Forms are used for purchase of SaaS subscriptions and training, while Statements of Work are used to purchase consulting services;*
 - (4) *Workday's Universal Security Exhibit, SLA, and Universal Data Processing Exhibit;*
 - (5) *The Workday Master Subscription Agreement, as revised by the Participating Addendum ("MSA") for any SaaS subscriptions and training; and,*
 - (6) *The Professional Services Agreement with attached Professional Services Security Exhibit which applies only to consulting services.*
 - b. *These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.*
 - c. *Unless otherwise agreed to by Contractor and the Participating Entity, the foregoing amended order of precedence shall not apply to any Order entered into by Workday and a Participating Entity prior to the Amendment Effective Date, which instead shall be governed by the original provision.*
2. In Section 13(b) of Attachment A (the NASPO ValuePoint Master Terms and Conditions), "Customer" (as defined in Attachment B (the Workday Master Subscription Agreement)), is deemed included in the definition of "Indemnified Party" for purposes of such section (and as it relates to Section 7 of Attachment B (the Workday Master Subscription Agreement)).
3. Section 13(c) of Attachment A (the NASPO ValuePoint Master Terms and Conditions), is amended by adding the following: *"If Indemnified Party is enjoined from using the Service or Contractor reasonably believes it will be enjoined, Contractor shall have the right, at its sole option, to obtain for Indemnified Party the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Contractor, then use of the Service may be terminated at either party's option and Contractor's sole financial liability associated with such termination shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination; Contractor shall continue to indemnify as required under this Section 13."*

B. The Attachment B Workday Master Subscription Agreement and sample Order Forms for purchase of SaaS and Training is amended as follows:

1. In Section 2.2 of Attachment B (the Workday Master Subscription Agreement), the following is deleted: "Section 7.1 'Indemnification by Workday'", and replaced with: "Attachment A, Section 13(c)".

2. In Section 5.1 of Attachment B (the Workday Master Subscription Agreement), the following sentence is hereby deleted: *“Workday is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce (“Privacy Shield”) and will remain certified for the Term of the Agreement provided that the Privacy Shield is recognized by the European Commission as a legitimate basis for the transfer of Personal Data to an entity located in the United States.”*
3. Section 7 of Attachment B (the Workday Master Subscription Agreement) is hereby deleted in its entirety and replaced with the following: *“See Attachment A, Section 13(b).”*
4. The Data Processing Exhibit referenced in Attachment B (the Workday Master Subscription Agreement) is hereby deleted in its entirety and replaced with the Universal Data Processing Exhibit attached to this Amendment as Exhibit 1.
5. The Security Exhibit referenced in Attachment B (the Workday Master Subscription Agreement) and attached in Attachment G (pages 5-7) is hereby deleted in its entirety and replaced with the Universal Security Exhibit attached to this Amendment as Exhibit 2.
6. The definition of “SLA” in Attachment B (the Workday Master Subscription Agreement) is hereby deleted in its entirety and replaced with the following: *““SLA” means the Workday Production Support and Service Level Availability Policy, located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time. No update shall materially decrease Workday’s responsibilities under the Workday SLA.”* As a result of the forgoing change, the *“Workday Production Support and Service Level Availability Policy”* attached in Attachment G (pages 1-4) is deleted in its entirety and replaced with the current version of SLA attached to this Amendment as Exhibit 2.
7. The **“WORKDAY SLA SERVICE CREDIT EXHIBIT”** in Attachment B (the Workday Master Subscription Agreement) is hereby deleted in its entirety and replaced with the following: *“**Workday SLA Service Credits.** If Workday fails to meet the Service Availability or Service Response minimums in a calendar month as set forth in the SLA, in any rolling six-month period (“Failure”), then as Customer’s sole and exclusive remedy, Workday shall provide, at Customer’s request, service credits for the subscription fees paid for the applicable month for the affected Service as follows: (a) the parties shall meet to discuss possible corrective actions for the first Failure; (b) 10% of subscription fee for a second Failure; (c) 20% of subscription fee for a third Failure; and (d) 30% of subscription fee for a fourth Failure. If more than one of the above (a through d) is triggered, the greater amount for the applicable month shall apply. If there is a Failure in more than three months in any rolling six-month period, then within thirty (30) days of the most recent Failure, Customer may terminate this Agreement and Workday shall refund Customer any prepaid fees for the affected Service that was to be provided after the effective date of termination. Credits shall be deducted from subsequent invoices for subscription fees or, upon expiration or termination of this Agreement, paid to Customer directly.”*
8. The Sample Order Forms included in Attachment B (the Workday Master Subscription Agreement, pages 10-19) are hereby deleted in its entirety and replaced with the Sample Order Forms attached to this Amendment as Exhibit 3.

C. The Attachment C Workday Professional Services Agreement and sample SOW for purchase of professional services is amended as follows:

1. In Section 2.3 of Attachment C (the Workday Professional Services Agreement), the following is deleted: *“Section 7.1 Indemnification by Workday”*, and replaced with: *“Attachment A, Section 13(c)”*.
2. Section 7 of Attachment C (the Workday Professional Services Agreement) is hereby deleted in its entirety and replaced with the following: *“See Attachment A, Section 13(b).”*

All other terms within Attachments A, B, and C that are not identified in this amendment 1 remain unchanged.

As of the Amendment Effective Date, any Order Forms published on the NASPO ValuePoint website are hereby incorporated into this Agreement by reference.

Effective Date of Amendment: As of the last signature date below.

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Michael Magaro
Michael Magaro (Sep 9, 2020 07:29 PDT)



09/14/2020

Contractor's Signature		Date		Director, State of Utah Division of Purchasing		Date	
Michael Magaro							
Contractor's Name (Print)							
Senior Vice President, Business Finance							
Title (Print)							
For Division of Purchasing Internal Use							
Purchasing Agent		Phone #		E-mail Address		Contract #	
Solomon Kingston		801-957-7142		skingston@utah.gov		AR2507	

Approved as to Legal Form by:

Katie Hauck
Katie Hauck (Sep 9, 2020 08:27 EDT)



UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit (“**DPE**”) is an exhibit to the Agreement between Workday and Customer and sets forth the obligations of the parties with regard to the Processing of Personal Data pursuant to such Agreement.

1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the applicable Agreement and/or exhibits thereto.

“**Agreement**” means the Master Subscription Agreement, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

“**Covered Data**” means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

“**Covered Service**” means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or, (ii) any Professional Services.

“**Customer Audit Program**” means Workday’s optional, fee-based customer audit program as described in the Customer Audit Program Order Form for Covered Services.

“**Data Controller**” means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller.

“**Data Protection Laws**” means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, the GDPR, and implementations of the GDPR into national law.

“**Data Subject**” means the person to whom the Personal Data relates.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679.

“**Personal Data**” means any Covered Data that relates to an identified or identifiable natural person.

“**Personal Data Breach**” means (i) a ‘personal data breach’ as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

“**Processing**” or “**Process**” means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“**Professional Services**” means the professional or consulting services provided to Customer under a Professional Services Agreement.

“**Professional Services Agreement**” means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Foundation Tenant Service Terms, the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

“**Professional Services Data**” means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into the Workday Service, or Customer Data accessed within or extracted from the Customer’s tenant to perform the Professional Services.

“**Subprocessor**” means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

“**Subprocessor List**” means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data for the relevant Covered Service, accessible through Workday’s customer website (currently located at: <https://community.workday.com>).



2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer's documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE). Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer's industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Workday to carry out lawfully the Processing contemplated by this DPE.

3. Subprocessors

3.1 Use of Subprocessors. Customer hereby agrees and provides a general prior authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This Section 3.3 shall apply only where and to the extent that Customer is established within the European Economic Area, the United Kingdom or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

4. Rights of Data Subjects

4.1 Assistance with Data Subject Requests. Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Data Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("Data Subject Requests").

4.2 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

5. Workday Personnel

Workday shall require screening of its personnel who may have access to Personal Data, and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.



6. Personal Data Breach

In the event Workday becomes aware of a Personal Data Breach it shall without undue delay notify Customer in accordance with the Security Breach provisions of the Master Subscription Agreement. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

7. Security Program

Workday shall implement appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in the Universal Security Exhibit.

8. Audit

Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.

9. Return and Deletion of Personal Data

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

10. Additional European Terms

10.1 Privacy Shield. Workday, Inc. is self-certified to and complies with the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce and will remain certified for the term of the Agreement.

10.2 Subject-Matter, Nature, Purpose and Duration of Data Processing. Workday will Process Personal Data to provide the Covered Service. The duration of Processing Personal Data shall be for the term of the Agreement.

10.3 Types of Personal Data and Categories of Data Subjects. The types of Personal Data and categories of Data Subjects are set forth in Addendum A hereto.

10.4 Data Protection Impact Assessments and Prior Consultations. Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to carry out Customer's data protection impact assessments and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program.

11. General Provisions

11.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

11.2 Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.

11.3 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

11.4 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:



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- i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an “**Affiliate Claim**”) directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

11.5 Remedies. Customer’s remedies (including those of its Affiliates) with respect to any breach by Workday or its Affiliates of the terms of this DPE and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the “**Liability Cap**”). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.

11.6 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.

ADDENDUM A

Data subjects

- Data exporter’s job applicants, candidates, current and former employees and other workers, as well as related persons.
- Employees or contact persons of data exporter’s prospects, customers, business partners and suppliers.

Categories of data

Data that is typically required for human capital and financial management, including the categories of data identified below:

- **Employees and other workers:** Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; ethnicity; citizenship information; visa information; national and governmental identification information; drivers’ license information; passport information; banking details; military service information; religion information; date of birth and birth place; gender; disability information; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; training and development information; award information; membership information.
- **Related persons:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information).
- **Prospects, customers, business partners and suppliers:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company).



Workday Production Support and Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Workday Master Subscription Agreement.

1. Support Terms:

Workday will provide Customer with support 24x7x365 (24 hours a day, 7 days a week, 365 days a year) in accordance with this SLA.

2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.7%. Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100\% \geq 99.7\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes that the Service is not available in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 2:00 am (Eastern USA) on Saturday; monthly maintenance begins at 6:00 am (Eastern USA) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern USA) on Saturday. All times are subject to change upon thirty (30) days' notice provided at <https://community.workday.com> ("Workday Community") and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Production Tenants at the Workday production data center's Internet connection points. Upon Customer request not more than once per month via the Workday case management system ("Customer Center"), Workday will provide a Service Availability report.

3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least thirty (30) days' prior notice to Customer on Workday Community. Specific information and timelines for Feature Releases and Service Updates can be found on Workday Community. Feature Releases will be performed during a weekend within any Planned Maintenance.



Workday Production Support and Service Level Availability Policy (SLA)

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in one (1) second or less and (ii) not more than 10% in two and a half (2.5) seconds or more. Service Response is the processing time of the Workday Production Tenants in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a Service Response report not more than once per month via the Customer Center.

Customers may impact their own Service Response time by launching custom reports and integrations in excess of the limits set forth in Workday Community. Workday may enforce reasonable and documented system limits to serve as guardrails for the Service where these reports and integrations negatively impact Service Response.

5. Production Data Center Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday Production Tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday Production Tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday Production Tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Workday Response Commitment refers to the period of time from when Customer logs the Production case in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

In the event of a Severity Level 1 or 2 issue, if Customer is not satisfied with the progress of the case, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation,



Workday Production Support and Service Level Availability Policy (SLA)

Workday support senior management is notified and a Workday escalation manager is assigned to work with Customer until the escalation is resolved.

Severity Level 1:

- **Definition:** The Service is unavailable or a Service issue prevents timely payroll processing, tax payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain invoices or creation of purchase orders, or processing of candidate applications. No workaround exists.
- **Workday Response Commitment:** Workday will respond within thirty (30) minutes of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

- **Definition:** An issue with the Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- **Definition:** An issue with the Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four (4) hours of receipt of case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 4:

- **Definition:** An issue with the Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for



Workday Production Support and Service Level Availability Policy (SLA)

future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.

- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5 (Including Customer Care and Operations Requests):

- Definition: Non-system issues and requests such as Named Support Contact (NSC) changes, SLA report and/or general Service inquiries. Questions about product configuration and functionality should be addressed to the Workday Community.
- Workday Response Commitment: Workday will respond within twenty-four (24) hours of receipt of case.
- Resolution Commitment: Workday will respond to request. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Commitment: Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Service caused by issues, errors and/or changes in Customer's information systems, customizations, and/or third-party products or services, Workday may assist Customer and its third-party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Failure to meet obligations or commitments under this SLA that are attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services ("WWS") APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. Announcements surrounding the WWS APIs will be communicated through Workday Community or, for Workday Cloud Platform APIs, through the Workday Cloud Platform developer site.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

11. Workday Cloud Platform Support:

For customers subscribing to Workday Cloud Platform ("WCP") under an Order Form, Workday will support WCP in Production Tenants. All WCP Applications, whether created by a customer, Workday or others, are expressly not covered by this SLA. Workday will not be responsible for any Service Availability downtime or delayed Service Response times caused by use of any WCP Application(s). WCP APIs, features and services may be modified and/or deprecated by Workday in accordance with the WCP Availability Statuses posted on the Workday Cloud Platform developer site at cloud.workday.com. Use of the developer site and all materials therein is governed by the WCP Developer Program Agreement. "WCP Applications" means the customizations, add-ons, extensions and/or other software solutions developed by or for a customer using WCP developer materials.



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UNIVERSAL SECURITY EXHIBIT

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. Mandatory employee security awareness and training programs, which include:
 - a) Training on how to implement and comply with its information security program; and
 - b) Promoting a culture of security awareness.
2. **Access Controls**. Policies, procedures, and logical controls:
 - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - b) To prevent those workforce members and others who should not have access from obtaining access; and
 - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.
6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.



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UNIVERSAL SECURITY EXHIBIT

9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its information security program, including:
 - a) Designating a security official with overall responsibility; and
 - b) Defining security roles and responsibilities for individuals with security responsibilities.
11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.
12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
 - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - b) Reviewing privileged access to Workday production systems processing Covered Data; and
 - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:
 - a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
 - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
 - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
 - i) Cross-site request forgery
 - ii) Services scanning
 - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iv) XML and SOAP attacks
 - v) Weak session management
 - vi) Data validation flaws and data model constraint inconsistencies
 - vii) Insufficient authentication
 - viii) Insufficient authorization
14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
 - a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;
 - b) Security and data privacy regulations applicable to Workday; and
 - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.



ORDER FORM #00000000.0 TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)

Customer Name	
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	
Order Effective Date	
Order Term	xx xx, xxxx through xx xx, xxxx
Order Term in Months	
Currency	USD
Total Subscription Fee	
Tenant Base Name	

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	
2	Due on first anniversary of the Order Term start date	
3	Due on second anniversary of the Order Term start date	
4	Due on third anniversary of the Order Term start date	
5	Due on fourth anniversary of the Order Term start date	
	Total Payment Amount	

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	xx xx, xxxx through xx xx, xxxx	
2	xx xx, xxxx through xx xx, xxxx	
3	xx xx, xxxx through xx xx, xxxx	
4	xx xx, xxxx through xx xx, xxxx	
5	xx xx, xxxx through xx xx, xxxx	
	Total Subscription Fee	

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
HLP	Help	FSE*	Full Enterprise
JRNY	Journey	FSE*	Full Enterprise
CCB	Cloud Connect for Benefits	FSE*	Full Enterprise
USP	Payroll for United States	FSE*	United States-based Employees only
CCTPP	Cloud Connect for Third Party Payroll	FSE*	Full Enterprise
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	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
PLNW	Workforce Planning	FSE*	Full Enterprise
PRA	Prism Analytics	FSE*	Full Enterprise

PPLA	People Analytics	FSE*	Full Enterprise
PRJT	Projects	FSE*	Full Enterprise
PB	Project Billing	FSE*	Full Enterprise
TT	Time Tracking	FSE*	Full Enterprise
EXP	Expenses	FSE*	Full Enterprise
PRO	Procurement	FSE*	Full Enterprise
INV	Inventory	FSE*	Full Enterprise

*For FSE Pricing Metric details see FSE Worker Count Table below.

Full-Service Equivalent ("FSE") Worker Count

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

Named Support Contacts Table

Number of Named Support Contacts*	
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*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			
Street Address City/Town, State/Region/County, Zip/Post Code, Country			
Phone/Fax #			
Email (required)			

This Order Form is subject to and governed by the MSA. The parties further agree to the terms in the attached Addendums and Exhibits. Any Service SKU described in this Order Form is governed by the Workday Universal Data Processing Exhibit and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

The Planning Service as set forth in this Order Form can be used with certain optional downloadable software components, such as OfficeConnect ("Downloadable Components") that are described in the Planning Documentation. The tax for Downloadable Components will be separately presented on your invoice based on a valuation attributed to the Downloadable Components. For the avoidance of doubt, the breakout of pricing for such Downloadable Components is for tax purposes only and cannot be excluded from the package.

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 FSE Worker Count table (“**FSE Worker**”) and the Subscription Rights Table, as applicable, 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 Calculation and Worker Category Definition.

Workers are calculated by categorizing each Customer worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage rate, and then adding the totals for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	0	100.0%	0
Part-Time Employees	0	25.0%	0
Associates	0	12.5%	0
Former Worker With Access	0	2.5%	0
Totals:	0		0

The Service may be used by Customer only for the categories of Workers 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

Static Records related to former Workers may be maintained in the Service but shall be excluded from the calculation of FSE Workers. A “**Static Record**” is a record in the Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are “**Active Records**.”

3. Growth and Expansion.

No later than 30 days prior to the anniversary of the Order Term start date (“**Annual Reporting Date**”), Customer will report to subscriptions@workday.com the applicable metrics as indicated in this section.

a. FSE Metric Reporting.

FSE Metric: Customer shall run a report to establish the number of Active Records for each FSE Population Category as of sixty 60 days prior to each anniversary of the Order Term start date.

In addition to the reporting obligation on the Annual Reporting Date, if Customer has any one-time addition of workers (e.g., M&A) at any time during the Order Term that would increase FSE Workers by 5% or more (“**Growth**

Event”), Customer must report the number of additional workers 30 days prior to the date the workers are added to the Service (“**Growth Event Reporting Date**”). In each case, Customer must report the numbers to subscriptions@workday.com and Workday will determine the extent that the reported numbers exceed FSE Workers by applying the calculation described in the FSE Calculation and Worker Category Definition section above (such excess, “**Additional FSE Workers**”).

Customer agrees to pay fees for the Additional FSE Workers to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers are added to the Service after a Growth Event Reporting Date, through the subsequent anniversary date, as applicable, (each a “Reporting Period”) at the per FSE Worker per year FSE Expansion Rate set forth in the FSE Expansion Table below. Customer agrees to execute an order form documenting the additional fees due pursuant to this section. If the FSE count exceeds the Subscription Rights described in the Subscription Rights Table, Customer will pay the following additional annual fees per Additional FSE Worker:

FSE Expansion Table

SKU	FSE Expansion Rate
All Service SKUs	

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+ (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous year subscription fee x (1+ (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous year subscription fee x (1+ (5% Innovation Index + Renewal Term CPI))

The “**Base Subscription Fee**” means the Subscription Fee for the final Period listed in the Subscription Fees Table. When the final Period is a partial year, Base Subscription Fee is the annualized value of the final Period Subscription Fee. The FSE Expansion Rate 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, FSE Workers, Seat or Transaction Increase 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. Workday Service SKU descriptions for SKUs not subscribed to by Customer are provided for reference only and are subject to change.

Human Capital Management

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). 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).

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.

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.

Workday Payroll for US

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.

Cloud Connect for Third-Party Payroll

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third-party payroll provider).

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.

Help (if and when available)

Answers includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases. This SKU requires customer to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.

Journey (if and when available)

Moments enables customers to surface content from inside and outside of Workday for employee milestone events (journeys) and every day work activities (cards). 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, initiatives, and work efforts.

Project Billing

Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

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

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.

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 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).

Core Financials

Workday 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. Financial Planning includes one production planning instance and one sandbox instance.

Workforce Planning

Workforce Planning provides the ability for Customer to create workforce planning models for the purpose of supporting the workforce planning process. Workers may interact with the workforce planning models for the purposes of data entry, forecasting, reporting, and analysis. Workforce Planning includes one production planning instance and one sandbox instance.

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.

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.

Prism Analytics Capacity Unit

A Workday Prism Analytics Capacity Unit increases the licensed Workday Prism Analytics limits for both Published Data Rows and Data Storage for a particular Tenant for the remainder of the applicable Order Term.

People Analytics (if and when available)

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.

Extend

Workday Extend enables organizations to use extensions to Workday Service applications and to use custom applications with Workday Service applications, provided such extensions and applications were created under the Workday Extend Developer Program.

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 agrees to indemnify and hold harmless Workday, its service providers and subcontractors, and its and their Affiliates, from any losses arising out of or relating to any third-party claim concerning Course Content or Customers' violation of the applicable Acceptable Use Policies (defined in the Media Cloud Terms Addendum). 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.

WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Workday Media Cloud Additional Terms and Conditions (“**Media Cloud Terms**”) apply only to Workday’s Media Cloud. Unless otherwise defined, capitalized terms used in these Media Cloud Terms have the same meaning as set forth in the MSA. These Media Cloud Terms, which are subject to and governed by the MSA except as otherwise set forth herein, apply to Media Cloud and Media Cloud Content (as defined below). The parties expressly agree that these Media Cloud Terms apply uniquely to Media Cloud and Media Cloud Content and do not in any way amend the terms of 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 Workday Service. Media Cloud components are hosted or delivered by third party service providers using cloud infrastructure. Customer authorizes and grants Workday the rights to use Amazon Web Services, Inc. (“**AWS**”), International Business Machines Corporation (“**IBM**”) and Akamai Technologies, Inc (“**Akamai**”) as the initial third-party service providers of Media Cloud. Customer understands that Workday may change its Media Cloud service providers or move all or additional portions of Media Cloud into a Workday hosted co-location data center. Prior notice of a change to any new third-party service providers will be provided through Workday’s standard customer communication method (i.e. Community posts, customer care notification, etc.). Workday is not required to escrow third party source code that is used in providing the Media Cloud services.
2. **Media Cloud Content.** Media Cloud Content is Confidential Information subject to the MSA. “**Media Cloud Content**” means:
 - (a) 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 (i) uploaded by or for Customer to Media Cloud through any Workday Service application including Workday Drive, (ii) recorded or created by or for Customer within a Workday Service application using any Media Cloud features, or (iii) auto-generated by Media Cloud in connection with (i) or (ii) in this subsection;
 - (b) 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(a); and
 - (c) 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 Workday 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 Workday Service and is not covered under Workday’s existing audit reports, any Workday security exhibit(s), data processing terms, or the Workday Customer Audit Program. Workday will 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 may use Media Cloud only in connection with authorized use of Workday Service applications for the benefit of Customer and its Affiliates covered under a current subscription with Workday. Customer agrees to use Media Cloud in accordance with these Media Cloud Terms. Customer is solely responsible for: (a) obtaining and/or verifying it has 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 Workday Service and for the public use of external sites as referenced above; (b) to the extent Customer is not the sole owner of any Media Cloud Content, complying with the content owner’s applicable terms of use; (c) complying with and ensuring its Affiliates and all of their users comply with the Media Cloud AUPs (as defined below); (d) complying with and ensuring its Affiliates 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 (e) the transfer of personal data or other sensitive data to Media Cloud. Customer further agrees: (i) Media Cloud is not intended for storage or transmission of sensitive personal data or, credit card data; (ii) to not upload or transmit Protected Health Information as defined in 45 C.F.R. §160.103 (“**PHI**”) in or to Media Cloud; (iii) to indemnify and hold Workday, its service providers and subcontractors, and its and their Affiliates, harmless from any losses arising out of or relating to any third-party claim concerning Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates or its users. Content provided by Workday and third parties, as well as content catalog listing information,

is not part of the Workday Service, and such content may only be used subject to the content provider's terms of use and privacy policies.

5. **Media Cloud AUPs.** “Media Cloud AUPs” means, collectively: (a) the AWS Acceptable Use Policy applicable to the use of Amazon Web Services' platform, the current version found at <http://aws.amazon.com/aup> and which is subject to change at the discretion of the service provider; (b) the Akamai Acceptable Use Policy applicable to the use of Akamai's content delivery network, the current version found at <https://www.akamai.com/us/en/privacy-policies/acceptable-use-policy.jsp> and which is subject to change at the discretion of the service provider; and (c) Workday's Learning and Media Cloud AUP, the current version found at <https://community.workday.com/aup-learning> and which is subject to change at the discretion of Workday. Workday may suspend Customer's access to Media Cloud at any time if Workday reasonably believes that Customer has or intends to violate these Media Cloud Terms, which may include instances where Workday or its suppliers reasonably believes that Customer has or intends to violate the Media Cloud AUPs. 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. Customer agrees that any such suspension or termination will not be deemed a breach of the MSA by Workday. Customer agrees to cooperate with Workday and its service providers in the investigation of any actual or alleged violation of any Media Cloud AUP.

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 has implemented and will maintain appropriate technical and organizational measures designed to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to, as set forth in the Workday Universal Security Exhibit at www.workday.com/content/dam/web/en-us/documents/legal/workday-universal-security-exhibit.pdf (the “**Workday Universal Security Exhibit**”). Media Cloud, including the AWS, IBM, and Akamai operations and facilities, are not covered under any of Workday's existing audit reports. Primary storage of Media Cloud Content is on AWS, which employs encryption at rest for Media Cloud Content, taking into account available technology. Currently, Media Cloud Content and Packaged Media Content User Interaction Data that traverses through Akamai uses Transport Layer Security (TLS). Media Cloud Content and Packaged Media Content User Interaction Data is not encrypted at rest when temporarily cached in Akamai in connection with content delivery. For the avoidance of doubt, Media Cloud Content (including, but not limited to, Packaged Media 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 www.workday.com/content/dam/web/en-us/documents/legal/workday-universal-data-processing-exhibit.pdf (the “**Workday Universal DPE**”). Workday's EU Access Policy does not apply to Media Cloud.

9. **Support.** Customer understands and agrees that (a) Workday may provide support for Media Cloud from Canada, in addition to other Workday support locations, including access to Customer's Media Cloud Content in connection with such support and (b) 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 shall be solely responsible and shall indemnify and hold Workday its service providers and subcontractors, and its and their Affiliates, harmless from any and all losses arising out of or relating to 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 (the “**Order Form**”), 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 (the “**Term**”). If Customer's right to use the Learning Service has expired or terminated, 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: (a) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (b) Customer will no longer provide any Media Cloud Content; and (c) 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 shall survive any termination or expiration of these Media Cloud Terms. Customer understands that Media Cloud Terms must be in place for Customer to use certain features of other Workday Service applications, such as Learning.

SAMPLE

PLANNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Planning Additional Terms and Conditions (“**Planning Terms**”) supplement and amend the Master Subscription Agreement (“**MSA**”) only for the 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. Once executed, this Order Form will supersede and replace any prior Subscription Agreement or Order Form related to a planning SKU between Customer and either Workday or Adaptive Insights.

1. **Documentation.** The Documentation for PLNSKU (<https://knowledge.adaptiveplanning.com/Administration>) applies in lieu of any other Workday Documentation.
2. **Support.** Support (<https://www.adaptiveinsights.com/legal/contract-terms-and-conditions>) for PLNSKU is provided as set forth in the Planning SLA. 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 (<https://www.adaptiveinsights.com/legal/contract-terms-and-conditions>) shall govern PLNSKU. For purposes of clarification, the Categories of Data in Addendum A to the Universal Data Processing Exhibit shall not include any Protected Information. Workday’s EU Access Policy does not apply to PLNSKU. The Planning Service SKU described in the Order Form is a Covered Service under the Universal Security Exhibit and Universal Data Processing Exhibit. Workday’s Binding Corporate Rules do not apply to PLNSKU.
5. **Subprocessor List.** “**Subprocessor List**” means the list (https://knowledge.adaptiveplanning.com/More_Resources/Policies_at_Adaptive_Insights/Subprocessors_-_Adaptive_Insights) identifying the Subprocessors that are authorized to Process Personal Data for PLNSKU. Prior to authorizing any new Subprocessor to Process Personal Data for PLNSKU, Workday shall provide notice to Customer by updating the Subprocessor List.
6. **Audit Report.** The audit report applicable to PLNSKU is the current Service Organization Controls 2 Type II audit report for Adaptive Insights (“**Planning SOC2**”).
 - (a) For PLNSKU, Workday maintains a security program that conforms to the Security Exhibit and is further described in the Planning SOC2. The Planning SOC2 will no longer be completed once it is covered by the Workday SOC 2 audit report.
 - (b) PLNSKU is not covered under any other Workday existing audit reports or ISO certifications.
 - (c) Customer agrees that the Planning SOC2 will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with the Universal Data Processing Exhibit, or an audit related to PLNSKU, such information and/or audit shall be made available in accordance with the most current version of the optional Workday Customer Audit Program.
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 (i) patient medical or other health information as described in the Health Insurance Portability and Accountability Act or similar U.S. or foreign laws and regulations; (ii) Cardholder Data, as that term is defined in the Payment Card Industry data security standards; (iii) information subject to regulation by the Gramm-Leach-Bliley Act; or (iv) special categories of personal data as described in Article 9 of the General Data Protection Regulation.

SAMPLE

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 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.

a. 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.

b. Customer's subscription to PRA herein permits Customer to use PRA up to xx of Published Data Rows and xx terabytes of Data Storage 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. "Data Storage" is the total size in terabytes of raw, uncompressed files not published in Customer's PRA data catalog. Published Data Rows and Data Storage are measured separately for each Tenant. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing or deleting a dataset or delete data in Data Storage in order to keep its usage of PRA below the Published Data Rows or Data Storage 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 and Data Storage. 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 and Data Storage by Tenant used by Customer, and if at any time Customer exceeds its Data Limit applicable to either or both Published Data Rows and Data Storage 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) begin charging Customer, under a separate invoice 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, and reduce Customer's Data Limit. 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.

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

Each PRACU will increase the allowable Published Data Rows and Data Storage for a particular Tenant by an additional 100M of Published Data Rows and 1.0TB of Data Storage, respectively, 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



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**ORDER FORM # 00000000.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

Customer Name	
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	
Order Effective Date	The later of the dates of the parties’ signatures
Currency	USD
Total Training Fees	

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	
2	Due on first anniversary of the Order Term start date	
3	Due on second anniversary of the Order Term start date	
4	Due on third anniversary of the Order Term start date	
5	Due on fourth anniversary of the Order Term start date	
	Total Payment Amount	

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)			

SKU	Training Offering	Annual Rate	Quantity	LOD Fees for Order Term
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users			
LODHCM5	Learn On-Demand – HCM Library 5 Additional Users			
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users			
LODPAY5	Learn On-Demand - Payroll/Absence/Time Tracking Library 5 Additional User			
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users			
LODFIN5	Learn On-Demand – Financials Library 5 Additional Users			
LODEG10	Learn On-Demand – Education & Government Library 10 Initial Users			
LODEG5	Learn On-Demand – Education & Government Library 5 Additional Users			
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users			
LODTECH5	Learn On-Demand – Cross-Application Technology Library 5 Additional Users			
Total LOD Fees for Order Term				
LOD Order Term: xx xx, xxxx through xx xx, xxxx				

SKU	Training Offering	Total Number of FSE Workers	AK Fees for Order Term
AK	Adoption Kit		
AK Order Term: xx xx, xxxx through xx xx, xxxx			



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The link to the LOD and Adoption Kit offerings will be delivered to the respective LOD and Adoption Kit Named User designated below. The Customer is responsible for providing accurate email addresses below.

Customer Contact Information	Billing, In Care of	LOD Named User/ Training Coordinator	Adoption Kit Named User
Contact Name			
Street Address			
City/Town, State/Region/ Zip/Post Code			
Country			
Phone/Fax #			
Email (required)			

This Order Form is subject to and governed by the MSA. The parties further agree to the terms in the attached Addendum. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.



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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.

1. Training Terms. The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. 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, 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, Workday list prices will 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.

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 prepaids 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. 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. 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. 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. 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



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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 Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit Order 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 MSA. 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 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 classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. 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.



**ORDER FORM # 00000000.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")**

Customer Name	
Workday Entity	Workday Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	
Total Subscription Fee	

SKU	Service
INNSRNF	Innovation Services - No Fee

Customer Contact Information	Customer Support
Contact Name	
Street Address	
City/Town, State/Region/County, Zip/Post Code, Country	
Phone/Fax #	
Email (required)	

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the terms in the above-referenced MSA and Addendum attached hereto. In the event of any conflict, the terms of this Order Form and Addendum will prevail over the terms of the MSA.



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WORKDAY INNOVATION SERVICES TERMS AND CONDITIONS ADDENDUM

These Workday Innovation Services Terms and Conditions (these “**IS Terms**”), which are subject to and governed by the MSA except as otherwise set forth herein, apply to Innovation Services (defined in Section 1 below) 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 uniquely to 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. **Innovation Services.** Customer may access and use services offered under these IS Terms and each service description which are posted on Workday’s community site (each, a “**Service Description**”) to enhance and optimize Customer’s experience with the Service (or such equivalent term in the MSA) (each, an “**Innovation Service**” and, collectively, “**Innovation Services**”). Each Service Description will include a description of the applicable Innovation Service and, if applicable, any additional terms specific to such offering. Customer determines which Innovation Service(s) to participate in by enabling such Innovation Service(s) inside its Tenant (“**IS Enablement**”). Unless otherwise indicated in a Service Description, 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.
2. **Innovation Services Data.** The data that Customer contributes to Innovation Services is characterized 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 treated 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 provide IS Data but Customer’s right to participate in any specific Innovation Service(s) and receive Results (as defined in Section 4 below) is conditioned on Customer contributing IS Data. Customer can stop contributing IS Data at any time through the enablement process (by disabling a specific Innovation Service).
3. **Customer Obligations.** Customer is responsible for obtaining and verifying it has all authorizations, consents, and rights necessary to utilize Innovation Services and provide IS Data in accordance with these IS Terms, each Service Description and applicable Law. Customer shall not contribute IS Data which contains Protected Health Information as defined in 45 C.F.R. §160.103 (“**PHI**”) if such contribution is prohibited under the applicable Service Description.
4. **Proprietary Rights and Licenses.**
 - 4.1. 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 that are included in Customer’s current subscription to Service applications.
 - 4.2. For Purposes of these IS Terms:
 - (i) “**Customer Results**” means, with respect to any Innovation Service, any and all analytics, trends, analyses, processes, aggregations, reports and results from the enhancement and optimization of IS Data by Innovation Services; provided that Workday Results shall never be



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classified as Customer Results;

(ii) **“Workday Results”** means, with respect to any Innovation Service, any and all analytics, trends, analyses, processes, aggregations, reports and results from such Innovation Service’s enhancement and optimization of IS Data that have been de-identified; and

(iii) **“Results”** means, collectively, Customer Results and Workday Results.

4.3. 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 solely to (i) provide and improve Innovation Services, (ii) generate Customer Results solely for Customer, (iii) generate Workday Results, (iv) prevent or address service or technical problems, and (v) verify Service Improvements, each in accordance with these IS Terms and the Documentation, or in accordance with Customer’s instructions. 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.

5. 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 www.workday.com/content/dam/web/en-us/documents/legal/workday-universal-security-exhibit.pdf (the **“Workday Universal Security Exhibit”**). 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).

6. 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 www.workday.com/content/dam/web/en-us/documents/legal/workday-universal-data-processing-exhibit.pdf (the **“Workday Universal DPE”**). Workday’s EU Access Policy does not apply to Innovation Services unless the applicable Service Description indicates otherwise.

7. Deletion of IS Data. Customer may elect to stop providing IS Data at any time by removing specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). Upon Customer’s removal of Innovation Service(s) through the IS Enablement process, Customer will no longer provide IS Data for such Innovation Service(s) and Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.

8. Term, Termination, Suspension. Unless otherwise set forth in a Service Description, 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 this entire Order Form by providing Workday with formal written notice pursuant to the MSA, and such notice will be effective thirty (30) days after Workday’s receipt of the notice. 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.



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9. 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.

SAMPLE



ORDER FORM # 00xxxxxx.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)
DELIVERY ASSURANCE – (FIXED FEE)

Customer Name	
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	
Order Effective Date	The later of the dates beneath the parties' signatures below.
Order Term End Date	
Currency	USD
Total Consulting Fees	\$ _____

SKU	Consulting Engagement Type
LDPDA	Delivery Assurance Checkpoint Review - LDP
LDPDAPM	Delivery Assurance Project Management Reviews – LDP

Product Components in Scope for Delivery Assurance	
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Customer Contact Information	Billing, In Care of
Contact Name	
Street Address	
City/Town, State/Region/County, Zip/Post Code, Country	
Phone/Fax #	
Email (required)	

This Order Form (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 MSA (the “**Agreement**”) 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 the Agreement, 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 the Agreement. 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 the Delivery Assurance Services without Customer's consent and at no additional cost to the Customer to the extent reasonably determined by Workday to be necessary or appropriate to perform the Delivery Assurance Services.

Professional Services and Scope. This Document describes the Workday's delivery assurance Professional Services 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. This Document is for Workday's delivery assurance consulting services to be provided during the Order Term on a fixed fee basis. The fixed fee amount does not include related travel and expenses. The Total Consulting Fee as set forth above shall be invoiced upon execution of this Document. Expenses shall be invoiced on a monthly basis as incurred. Invoices are due in accordance with the Agreement. 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 professional services provided hereunder, or (ii) the termination of the Agreement. Either party may terminate this Document for cause on the same terms as it may terminate the Agreement for cause. Upon receipt of any notice of termination, Workday shall immediately cease performance of all services and Customer shall pay Workday within thirty (30) days after the date of termination for all 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 Master Subscription Agreement or any Order Forms thereto.

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

XXXXXXXX	Workday, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date Signed:	Date Signed:



ADDENDUM A ADDITIONAL TERMS – DELIVERY ASSURANCE

1. General

As part of Workday's delivery assurance consulting services ("**Delivery Assurance**" or "**DA**"), one or more Workday DA reviewers (each, a "**DA Reviewer**") and other Workday Consultants (with the DA Reviewer, collectively, the "**Workday DA Team**") shall validate that Customer's deployment of the Workday Service, as performed by a Workday service partner ("**Partner**"), adheres to Workday's deployment methodology and configuration standards. Unless otherwise defined herein, capitalized terms used in this Addendum have the same meaning as set forth in the Agreement.

2. Description of Delivery Assurance Services

2.1 Configuration Checkpoint Reviews.

- a) **Testing Tenant.** This is the Workday DA Team's detailed review of the configuration of Customer's tenant that shall be used for end-to-end testing. The Workday DA Team shall review the configured application and document the findings for review by the Partner Project Consultant(s) and Project Manager responsible for Customer's deployment of the Workday Service (collectively, the "**Partner Deployment Team**"), as well as Customer. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.
 - i) Workday's Configuration Review Template corresponding to each functional DA area in scope for the project shall be completed by a Partner Project Consultant and reviewed by the DA Reviewer.
 - ii) The DA Reviewer shall complete the corresponding sections of the Configuration Review Template and shall provide feedback to the Partner Project Consultant.
 - iii) The Partner Project Consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's Issue Resolution process.
 - iv) A Partner Project Consultant shall discuss the checkpoint outcomes with the Customer and deliver the completed Configuration Review Template to the Customer.
- b) **Pre-Production Tenant.** This is the Workday DA Team's detailed review of the configuration of the Customer pre-Production tenant before it is moved into Production. The Workday DA Team shall review the pre-Production tenant and document the findings for review by the Partner Deployment Team, as well as Customer. This review serves as a final pre-Production review of the tenant configuration. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.
 - i) Workday's Configuration Review Template corresponding to each functional DA area in scope for the project shall be completed by a Partner Project Consultant and reviewed by a DA Reviewer.
 - ii) The DA Reviewer shall complete the corresponding sections of the Configuration Review Template and shall provide feedback to the Partner Project Consultant.
 - iii) The Partner Project Consultant shall be responsible for resolving any issues identified by the Workday DA Team. For any issues that cannot be resolved, the Partner Deployment Team shall follow Workday's Issue Resolution process.
 - iv) The Partner Project Consultant shall discuss the checkpoint outcomes with the Customer and deliver the completed Configuration Review Template to the Customer.



2.2 Integration Checkpoint Review. Only integrations that are built by the Partner (each a “**Partner-Built Integration**”) or by Workday (each a “**Workday-Built Integration**”) qualify for the following Delivery Assurance review.

- a) Test Stage. For Partner-Built Integrations and Workday-Built Integrations, the Workday DA Team reviews all Partner-Built Integrations and Workday-Built Integrations in scope. The integration compliance review occurs early in the Test Stage of the project to validate that any concerns identified during the review can be remedied and tested prior to moving the integrations into Production. The integration compliance review is a diagnostic review of integrations in scope and includes the review of important configuration components that have been highlighted through Workday’s deployment history. The Workday DA Team shall utilize proprietary tools in the performance of these reviews wherever possible.
 - i) A Partner Project Consultant shall identify all partner-Built Integrations and Workday -Built Integrations that are in scope and log the integrations in Workday’s project tracking system for review by Workday’s centralized Delivery Assurance Support Team.
 - ii) The Partner Project Consultant shall complete Workday’s Integration Review Template.
 - iii) The Delivery Assurance Support Team shall review and document comments in the Integration Review Template and update the status in Workday’s project tracking system as the Partner Project Consultant works to resolve any issues, until the checkpoint status is marked complete by the Delivery Assurance Support Team.
 - iv) The Partner Project Consultant shall discuss the checkpoint outcomes with the Customer, and the Partner Project Consultant shall deliver the completed Integration Review Template to the Customer.

2.3 Authentication Checkpoint Review. Only if an Authentication Compliance Review has not previously been conducted for the Customer and integrations are in scope for the deployment.

- a) Test Stage. The Workday DA Team reviews the authentication configuration. The authentication compliance review occurs early in the Test Stage of the project to validate that any concerns identified during the review can be remedied and tested prior to moving to Production. The authentication compliance review is a diagnostic review of the authentication in scope and includes the review of important configuration components that impact authentication. The Workday DA Team shall utilize proprietary tools in the performance of this review wherever possible.
 - i) The Partner Project Consultant shall complete Workday’s Authentication Review Template.
 - ii) Workday’s centralized Delivery Assurance Support Team shall review and document comments in the Authentication Review Template and update the status in Workday’s project tracking system accordingly as the Partner Project Consultant works to resolve any issues, until the checkpoint status is marked complete by the Delivery Assurance Support Team.
 - iii) The Partner Project Consultant shall discuss the checkpoint outcomes with the Customer, and the Partner Project Consultant shall deliver the completed Authentication Review Template to the Customer.

2.4 Delivery Assurance Project Management Reviews.

- a) Plan Reviews. Workday’s Delivery Assurance Manager shall review the Partner’s project planning documents drafted during the Plan Stage and the cutover plan detailing the Customer’s transition to



the Workday 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 methodology, an achievable schedule, and appropriate resourcing based upon scope and schedule.
 - A. The Partner Project Manager shall complete and provide copies of Workday's Project Initiation Template, and of Partner's Project Plan, Tenant Management Plan and Scope Document.
 - B. The Partner Project Manager shall attach the documents to Workday's project tracking system and update the Delivery Assurance checkpoint status.
 - C. The centralized Workday DA Support Team shall review the documents for completeness and shall perform Delivery Assurance checkpoint administration.
 - D. The Workday Delivery Assurance Manager shall review the documents in detail and shall complete the Delivery Assurance process.
 - E. The Workday Delivery Assurance Manager shall provide feedback on the review of schedule, resources, scope and risk and deliver the completed document to the Partner Project Manager and Customer.
- 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 the Customer's deployment of the Workday Service in Production.
 - A. The Partner Project Manager shall complete the Cutover Plan including timeline of activities, tenant information, roles and responsibilities, logistics, and communications. The Cutover Plan should be developed in conjunction with the Customer's own Project Team.
 - B. The Partner Project Manager shall attach the documents to the Workday project tracking system and update the Delivery Assurance checkpoint status.
 - C. The Workday Delivery Assurance Manager shall review the documents and complete the Delivery Assurance process.
 - D. The Workday Delivery Assurance Manager shall provide feedback to the Partner Project Manager, who shall deliver the completed document to the Customer.
- b) Periodic check-in calls. Workday's Delivery Assurance Manager shall conduct scheduled calls with the Partner Deployment Team and the 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.
 - i) The Partner Project Manager and Customer shall complete the Deployment Readiness Review Checklist toward the end of each of the five deployment stages in Workday's standard deployment methodology.



- ii) The Workday Delivery Assurance Manager shall review and comment on the Deployment Readiness Review Checklist and provide recommendations based upon Workday's standard deployment methodology.
- iii) The Workday Delivery Assurance Manager shall discuss the checkpoint outcomes with the Partner Project Manager and Customer and deliver the completed Deployment Progress Review Checklist to the Customer after each deployment stage.

d) Other Activities. Workday's Delivery Assurance Manager shall participate steering committee meetings and 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. 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 as necessary. 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.

4. Ownership

The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information provided or developed by Workday in the course of performing the activities contemplated by this Document, including without limitation conducting the reviews and providing guidance, 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 the Customer herein.

5. Warranty and Disclaimer

This Order Form is for professional services rather than the Workday Service. Accordingly, the warranties and related remedies in the MSA regarding the Workday 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 service. 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.

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS

Led by the State of Utah
State of Utah Contract #: AR2507

Master Agreement #: AR2507

Contractor: **WORKDAY, INC.**

Participating Entity: **STATE OF UTAH**

Participating Entity Contract #: **AR2507**

The following products or services are included in this contract portfolio:

- *All products, solutions and services listed under the Cloud Solutions portfolio on the Contractor's page of the NASPO ValuePoint website.*

Participating Addendum Terms and Conditions:

1. Scope: This addendum covers Cloud Solutions led by the State of Utah for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.
2. Pricing: The pricing and rates from the Master Agreement shall flow down to this PA. An amendment to this PA is not required when pricing in the Master Agreement is adjusted / updated.
3. Contract Effective Dates: This PA is effective upon final signature of both parties, and expires upon the expiration or termination of the NASPO ValuePoint Master Agreement #AR2507. A contract amendment is not necessary in the event of the renewal or extension of the Master Agreement, so long as such renewal/extension was originally provided within the solicitation supporting the master agreement.
4. Order of Precedence: The order of precedence as provided in the NASPO ValuePoint Master Agreement #AR2507 applies to this PA.
5. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Utah. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
6. Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS

Led by the State of Utah
 State of Utah Contract #: AR2507

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Utah, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
9. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Sherry Amos
Address:	6230 Stoneridge Mall Road, Pleasanton, CA 94588
Telephone:	703-402-3476
Fax:	
Email:	Sherry.amos@workday.com

Participating Entity

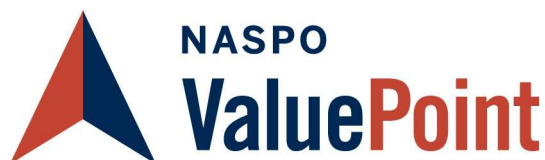
Name:	Blake Theo Porter
Address:	4315 South 2700 West, Floor 3, Taylorsville, UT 84129-2128
Telephone:	801-957-7136
Fax:	
Email:	btporter@utah.gov

10. ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this participating addendum.

SEE ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS

NASPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS

Led by the State of Utah
 State of Utah Contract #: AR2507

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Utah	Contractor: Workday Inc.
Signature:  Nick Hughes (Nov 9, 2022 06:56 MST)	Signature:  Kinnari Desai (Nov 3, 2022 18:01 PDT)
Name: Nick Hughes	Name: Kinnari Desai
Title: Assistant Director, Division of Purchasing & General Services	Title: VP, Finance
Date: 11/09/2022	Date: Nov 3, 2022

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Courtney Iversen
Telephone:	(609) 766 -0230
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**Please email fully executed PDF copy of this document
 to
PA@naspovaluepoint.org
 to support documentation of participation and posting
 in appropriate data bases.**

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at <https://dts.utah.gov/policies>. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.
- b. "Audit Reports" means the most recently completed SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Contractor's independent third-party auditor.
- c. "Authorized Parties" shall be defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- d. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.
- e. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- f. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
- g. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.
- h. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.
- i. "Custom Deliverables". The Parties agree that Contractor's Service and any implementing configurations are not considered Custom Deliverables under this Contract
- j. "Data Breach" shall have the same meaning as Security Breach as defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- k. "Data Processing Exhibit" or "DPE" means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>. as it is shown on the date Contract is executed.
- l. "Division" means the State of Utah Division of Purchasing.
- m. "Documentation" shall be defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- n. "DTS" means the Utah Department of Technology Services.
- o. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts. It shall be referred to as "Customer" in NASPO ValuePoint Master Agreement AR2507.
- p. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- q. "Good" means any deliverable not classified as a Custom Deliverable or Service. The Parties agree that Workday's Service and any implementing configurations are not considered a Good under this Contract.
- r. "Improvements" shall be defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- s. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- t. "Non-Public Data" means records or data that are not subject to distribution to the public, including Confidential Information as defined in NASPO ValuePoint Master Agreement AR2507 Attachment A. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.
- u. "Protected Health Information" (PHI) shall be defined in NASPO ValuePoint Master Agreement AR2507 Attachment A .

- v. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
- w. "Security Exhibit" means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, as it is shown on the date Contract is executed
- x. "Security Incident" shall have the same meaning as Security Breach as defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- y. "Services" shall have the same meaning as Service defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- z. "SLA" means the Workday Production Support and Service Level Availability Policy located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, and which may be updated by Contractor from time to time. No update will materially decrease Contractor's responsibilities under the SLA.
- aa. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
- bb. "State Data" shall have the same meaning as Customer Data as defined in NASPO ValuePoint Master Agreement AR2507 MSA Section 11.
- cc. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- dd. "Statement of Work" shall be defined in NASPO ValuePoint Master Agreement AR2507 Attachment C.
- ee. "Subcontractors" shall have the same meaning as Subprocessor defined in DPE Section 1.
- ff. "Tenant" means a unique instance of the Service, with a separate set of State Data held by Contractor in a logically separated database (i.e. a database segregated through password-controlled access).

2. ESSENTIAL PROVISIONS:

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.
- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.
- i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.
- j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding,

whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

- k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
 - l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
 - m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
 - n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to the Contractor for correction.
3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor as required by law.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
- 1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
 - 2) Contractor shall ensure that subcontractors providing personnel to work under this contract also verify the work eligibility of their new employees that are employed in the State of Utah in accordance with subsection (1) above.
 - 3) Contractor's failure to comply with this section will be considered a material breach of this Contract.
5. **CONFLICT OF INTEREST:** Contractor represents that it will take commercially reasonable efforts to ensure none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.
6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.
7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access (electronic or in person) to Secure State Facilities. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations) In lieu of Federal Criminal Background Check for access to Secure State Facilities, the State of Utah or Eligible Users may escort Contractor employees, at the State or Eligible User's discretion.
8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)

- 10. INDEMNITY AND LIABILITY** shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 13 and MSA Section 8.
- 11. RESERVED**
- 12. SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM “AS-IS”.** shall be as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 6.
- 13. WARRANTY REMEDIES:** shall be as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 6.
- 14. UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract.
- 15. BUG FIXING AND REMOTE DIAGNOSTICS:** Bug fixes will be handled as detailed in NASPO ValuePoint Master Agreement MSA Section 6 and SLA Sections 6-8.
- 16. TECHNICAL SUPPORT AND MAINTENANCE:** Technical support and maintenance will be performed as detailed in NASPO ValuePoint Master Agreement SLA Sections 2 and 8.
- 17. RESERVED**
- 18. ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that shall make commercially reasonable efforts to ensure that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.
- 19. RESERVED**
- 20. SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met and such verification may be met by Contractor's Audit Reports or in accordance with DPE Section 8:
- a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
 - 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
 - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final> or comparable FedRAMP or StateRAMP standards; or
 - 3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing, e.g., ISO 27001, ISO 21018 and Security Exhibit.
 - b. **State Data Security:** Contractor shall protect and maintain the security of State Data with a security program that conforms to the Security Exhibit. The Contractor shall not materially decrease the protections provided by the controls set forth in the Security Exhibit and Audit Reports. Upon the State's request, Contractor shall provide a copy of the current Audit Reports. State Data shall only be used to provide the Services, to prevent or address service or technical problems, to verify Improvements, in accordance with the Agreement and the Documentation, or per the State's instructions. Personal Data will only be processed in accordance with the DPE. The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements before executing a Contract, or in accordance with DPE Section 8 after Contract execution.
 - c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of State Data over public networks, shall take place via secure means (ex. HTTPS or FTPS).
 - d. **State Data Storage:** All State Data will be stored and maintained in data centers in the United States. Except for the exception process detailed in the US Access Policy (attached for reference as "Exhibit A"), no State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium by Workday, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
 - e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access State Data only as required to provide the Services, to prevent or address service or technical problems, verify Improvements, in accordance with the Agreement and the Documentation, or the State's instructions.
 - f. **State Data Encryption:** Contractor shall store State Data, as well as any backups made of that State Data, in encrypted form using no less than 128 bit key length and include all data as part of a designated backup and recovery process.
 - g. **Password Protection:** Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.

- h. **Confidential Information Certification:** Reserved
- i. **State Data Re-Use:** All State Data shall be used expressly and solely for the purpose enumerated in this Contract, applicable Service descriptions, and executed Statements of Work. State Data shall only be used to provide the Services, to prevent or address service or technical problems, to verify Service improvements, in accordance with the Agreement and the Documentation, or per the State's instructions. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User except as necessary for the delivery of Workday's Service.
- j. **State Data Destruction:** Destruction of Data at the expiration or termination of the contract shall be as specified in NASPO ValuePoint Master Agreement AR2507 MSA Section 9.4.
- k. **Services Shall Be Performed Within United States:** ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES AS DETAILED IN Exhibit A.
- l. **User Support:** Contractor may provide technical user support as detailed in Exhibit A.

21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION: Contractor shall inform the Eligible User of any Security Incident

- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User will be handled as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 5.1 .
- b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to the Eligible User.
- c. **Breach Reporting Requirements:** As required by Utah Code 13-44-202 or any other law, Contractor shall notify the Eligible User of a Data Breach that affects the security of State Data within 72 hours.

22. DATA BREACH RESPONSIBILITIES: Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification (*DTS Policy 5000-0002 Enterprise Information Security Policy*). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al) caused by Contractor's breach of its security or privacy obligations under this Contract, Contractor shall: (a) reasonably cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement a corrective action plan, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. Unless prohibited by Law or prohibited or otherwise made impracticable by circumstances surrounding the Data Breach, if the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor shall be responsible for costs and damages of a Data Breach as provided for in NASPO ValuePoint Master Agreement AR2507 MSA Section 5.3 .

23. STATE INFORMATION TECHNOLOGY POLICIES: If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
- b. **DTS policy 4000-0002, Enterprise Password Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. CONFIDENTIALITY: This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information;

and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

25. Reserved

26. OWNERSHIP IN INTELLECTUAL PROPERTY: The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. RESERVED

28. LICENSE FOR SERVICE: The license grant to the state shall be as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 1

29. OWNERSHIP, PROTECTION, AND USE OF RECORDS: The Eligible User shall own exclusive title to all State Data, generated reports (excluding report templates), and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract or to improve its products or services or develop new products or services, State Data in performance of this Contract without the express written consent of the Eligible User.

30. OWNERSHIP, PROTECTION, AND USE OF DATA: The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all State Data. Contractor, and any Subcontractors under its control, expressly agrees to protect State Data as per the Security Exhibit and not to transfer, exchange, or use it without prior written permission from the Eligible User, except to support or to improve its products or services or develop new products or services.

31. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES: As more fully described in the Confidentiality Section of NASPO ValuePoint Master Agreement AR2507, in the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract or to improve its products or services or develop new products or services. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.

32. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION: Handling of State Data upon termination shall be as described in NASPO ValuePoint Master Agreement AR2507 MSA Section 9

33. ORDERING AND INVOICING: For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.

34. PAYMENT AND NOTICE:

- a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.
- b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.
- c. Any written protest of the final contract payment must be filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
- d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.

35. CONTRACTOR'S INSURANCE RESPONSIBILITY: The Contractor shall maintain the following insurance coverage as described in NASPO ValuePoint Master Agreement AR2507 Section 16.:

36. RESERVED

37. ASSIGNMENT/SUBCONTRACT: Assignments and Subcontracts shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 5

38. TERMINATION: Termination shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 7 and MSA Section 9.

39. TERMINATION UPON DEFAULT: Termination upon default shall be handled as described in NASPO ValuePoint Master Agreement AR2507 Section 7.

40. RESERVED

41. DEFAULT AND REMEDIES: Defaults and Remedies shall be governed by NASPO ValuePoint Master Agreement AR2507 Section 10.

42. FORCE MAJEURE: Force Majeure shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 12.

43. CONFLICT OF TERMS: Order of precedence shall be handled as described in NASPO ValuePoint Master Agreement AR2507 Section 1

44. SURVIVORSHIP: The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. RELEVANT STATE AND FEDERAL LAWS

- a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.
- b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization .
- c. **Contact Information:** Per Utah Law, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.
- d. **Employment Practices:** Contractor shall abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
- e. **Compliance with Accessibility Standards:** Contractor's Service Documentation includes Accessibility in Workday Applications document, which summarizes the Service's compliance with the regulations promulgated under Section 508 of the U.S. Rehabilitation Act and is updated on a periodic basis to reflect updates in the Service. The Service is accessed via the Internet and the Eligible User is responsible for providing any adaptive technology needed by Authorized Users to utilize the Internet.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT: Audit rights shall be as described in NASPO ValuePoint Master Agreement AR2507 Section 25 and DPE Section 8, or as detailed in the Audit Program Order Form if signed.

47. RESERVED

48. STANDARD OF CARE: For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

49. LARGE VOLUME DISCOUNT PRICING: Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. ELIGIBLE USER PARTICIPATION: Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

- 51. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
- 52. QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
- 53. ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
- 54. REPORTS AND FEES:**
- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be **1% (one percent)** and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 - b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.
 - c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31
 - d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
- 55. Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
- 56. ANTI-BOYCOTT ISRAEL:** In accordance with Utah Statute 63G-27-101, Contractor certifies that it is not currently engaged in a boycott of the State of Israel and agrees not to engage in a boycott of the State of Israel for the duration of the contract.

(Revision Date: 11 August 2022)



Exhibit A

Agreement Number-Confidential

US ACCESS POLICY

This US Access Policy (“**US Access Policy**”) is part of the Master Subscription Agreement (the “**Agreement**”) and forms part of Customer’s instructions to Workday for processing Customer Data as part of the Service, (including any Delivery Assurance or Lifecycle Deployment Program activities, if applicable). There is no fee for participating in this US Access Policy. This US Access Policy reflects Customer’s requirement to restrict certain data processing activities to within the US. This US Access Policy, the Agreement, and the Existing Data Processing Terms are Customer’s instructions to Workday for the processing of Customer Data.

1. Definitions and Interpretation

All capitalized terms not defined herein shall have the meaning set forth in the Agreement and any Data Protection Agreement, Data Processing Terms or any Data Processing Exhibit (“**Existing Data Processing Terms**”) between the parties.

The terms of this US Access Policy shall prevail over the Agreement and other Existing Data Processing Terms to the extent such terms conflict.

2. Workday Obligations

Once Customer activates the US Access Policy in accordance with Clause 3 below and subject to Clause 4 below, Workday agrees that only Workday personnel located in the US (“**US Support Personnel**”) will be enabled to log into Customer’s Tenant for the covered Service SKUs.

3. Activation and Term

This US Access Policy will only be activated once Customer has both completed a customer care case and has executed this US Access Policy. Once activated, the US Access Policy will remain in force and effect until terminated in accordance with Clause 9 below.

4. Exceptions

Workday will continue to access the underlying network and infrastructure of the Service from outside of the United States. For the avoidance of doubt, such access does not require access to Customer’s Tenant, but is necessary for deploying software and maintaining, monitoring and delivering the Service. Workday will continue to deploy automation from locations outside of the US.

Workday’s global support staff, including Workday personnel located outside of the U.S., may have access to any information Customer submits to Workday outside of the Service (e.g. the information Customer enters into tickets generated during support and customer care cases).

This US Access Policy does not apply to certain Service SKU’s and may not apply to future Workday products. The Order Form for any such future products will expressly specify if the US Access Policy applies.

5. Scope of the US Access Policy

The US Access Policy only applies to the following Service SKUs when Customer Data is housed in a US Data Center. For clarity, SKUs not listed below and features that are delivered under separate terms and conditions (such as Innovation Services) are not subject to the US Access Policy even if designed to integrate with the SKUs below.

- | | |
|---|----------------------------|
| 1. Human Capital Management (for LDP customers, Advanced Compensation Management, Benefits, Succession Planning and Absence Planning are also included) | 7. Inventory |
| 2. Cloud Connect for Benefits | 8. Workday Prism Analytics |
| 3. Cloud Connect for Third Party Payroll | 9. Procurement |
| 4. Core Financials (for LDP customers, Revenue Management is also included) | 10. Recruiting |
| 5. Expenses | 11. Projects |
| 6. Grants Management | 12. Project Billing |
| | 13. Student |
| | 14. Time Tracking |
| | 15. Time Tracking Hub |
| | 16. Workday Payroll |



6. Customer Obligations

By entering into this US Access Policy, Customer agrees it is responsible for communicating this US Access Policy to its Affiliates and any Authorized Parties who need to know the content or context of this US Access Policy. Customer represents that it is headquartered within the United States, has entered into the Agreement with Workday Inc., and that Customer's Tenant is in a Workday US data center.

7. Service Performance

Workday's commitments to Service Availability, Service Response and Disaster Recovery will remain unchanged if Customer participates in this US Access Policy. Customer acknowledges and agrees that if Customer participates in this US Access Policy after Workday has already assigned non-US Support Personnel to a Customer Delivery Assurance or Lifecycle Deployment Program project, then the project timelines and cost may increase. Workday's US Support Center covers US work hours (5am - 7pm PT). Only US Support will be utilized when Tenant access is required. Should a Severity level 1 or Severity Level 2 issue require support outside of US support hours, escalation procedures will be invoked, but case resolution may be affected. Should a Severity Level 1 or Severity Level 2 issue require support outside of US support hours, Customer may request suspension of the US Access Policy in accordance with Section 8 below.

8. Suspension of US Access Policy

Customer's Named Support Contacts may request that non-US Support Personnel access Customer's Tenant by providing written instructions in a support case or customer care case. In the event of such a request, the US Access Policy will be suspended until Workday is otherwise instructed by Customer's Named Support Contact. For the avoidance of doubt, Customer is not entitled to any refund or credit for any suspension of its participation in the US Access Policy.

9. Termination

Customer may terminate this US Access Policy at any time by providing Workday with thirty (30) days' written notice pursuant to the notice terms of the Agreement. This US Access Policy will automatically terminate upon termination of the Agreement. For the avoidance of doubt, termination of this US Access Policy shall not terminate the Master Subscription Agreement.

IN WITNESS WHEREOF, this US Access Policy shall become legally binding between Customer and Workday when fully executed by the parties.

Exact Other Party Name

Workday, Inc.

Signature


Kinnari Desai (Nov 3, 2022 18:01 PDT)
Signature

Name

Kinnari Desai
Name

Title

VP, Finance
Title

Date Signed

Nov 3, 2022
Date Signed