
MEMO

APPROVED
03/02/2020



DATE: February 26, 2020
FROM: Matney M. Ellis
Procurement Director
TO: Board of County Commissioners
SUBJECT: Agreement – Workday, Inc.

A handwritten signature in black ink, appearing to read "Matney M. Ellis", followed by a horizontal line.

Submitted for your approval and execution is the attached Master Subscription Agreement between the Board of County Commissioners of Tulsa County and Workday, Inc. for subscription to Workday's software-as-a-service applications effective July 1, 2020 as further described in the attached Agreement and Order Forms.

Respectfully submitted for your approval and execution.

MME / mlb

SUBMITTED FOR: The March 2, 2020 BOCC meeting agenda.

CMF# 20200471



APPROVED
03/02/2020

00177237.0 - Confidential

MASTER SUBSCRIPTION AGREEMENT

SIGNATURE DOCUMENT

Documents	Agreement Number
Master Subscription Agreement v17.6	Agreement #: 00177237.0
Subscription Order Form	Agreement #: 00177238.0
Training Order Form	Agreement #: 00188211.0
*Delivery Assurance	<input type="checkbox"/> Agreement #: N/A
*Professional Services Addendum v17.5	<input type="checkbox"/> Agreement #: N/A
*Statement of Work	<input type="checkbox"/> Agreement #: N/A

* Check box if applicable and add related agreement number

THE VALIDITY OF THIS AGREEMENT IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS AGREEMENT NO LATER THAN 5:00 PM PACIFIC TIME ON MARCH 03, 2020. TO DELIVER THE AGREEMENT TO WORKDAY, PLEASE EMAIL A SIGNED COPY TO YOUR MAIN WORKDAY CONTACT AS WELL AS TO SIGNEDCONTRACTS@WORKDAY.COM AND REQUEST CONFIRMATION OF RECEIPT.

By executing this document ("Signature Document"), the undersigned agree they are duly authorized signatories and all documents listed in the above table are entered into between the parties, effective as of the later of the dates beneath the parties' signatures below ("Effective Date"). References to Signature Document and Effective Date in the Master Subscription Agreement shall mean those terms as defined in the preceding sentence.

Board of Commissioner of Tulsa County 500 S. Denver Ave Tulsa, Oklahoma 74103 United States	Workday, Inc.
	
Signature Stan Sallee	Signature  Michael Magaro (Feb 24, 2020)
Name Chairman Pro Tem	Name Michael Magaro
Title 03/02/2020	Title Vice President Business Finance
Date Signed	Date Signed Feb 24, 2020

Approved as to form:

James G. Rea Digitally signed by James G. Rea
Date: 2020.02.25 09:03:34 -06'00'
Assistant District Attorney

Approved as to Legal Form by:


Rick Oleka (Feb 24, 2020)

Attest: 
Michael Willis, County Clerk



Master Subscription Agreement - County of Tulsa

CMF# 20200471



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, effective as of July 1st, 2020 ("**Effective Date**"), is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and the **Board of Commissioner of Tulsa County ("Customer")**, a political subdivision of the State of Oklahoma with offices at 500 S. Denver Ave Tulsa, Oklahoma 74103, United States. Whereas Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Provision of Service.

1.1 Workday Obligations. During the Term of this Agreement, Workday shall make the Service and Improvements available to Customer in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. Workday shall not use Customer Data except to provide the Service, or to prevent or address service or technical problems, verify Service Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions and shall not disclose Customer Data to anyone other than Authorized Parties in accordance with this Agreement. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto.

1.2 Customer Obligations. Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service through login credentials of Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

2. Fees.

2.1 Invoices & Payment. Subscription Service Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Workday may send all Customer invoices electronically (by email or otherwise). All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address. Upon Workday's request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

2.2 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Indemnification by Workday", Section 9.2 "Termination", Section 9.3 "Fiscal Funding", and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable.

2.3 Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.

2.4 Taxes. *This section applies only if Customer has not provided Workday with a tax exemption certificate authorized and honored by applicable taxing authorities that covers all Transaction Taxes.* All fees invoiced pursuant to this Agreement do not include any transaction taxes, which may include local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes ("VAT"), excise, use, goods and services taxes ("GST/HST"), consumption taxes or similar taxes (collectively defined as "Transaction Taxes"). All fees invoiced pursuant to this Agreement are payable in full and without reduction for Transaction Taxes and/or foreign withholding taxes (collectively defined as "Taxes"). Customer is responsible for paying all Taxes associated with Subscription Service Fees and all other fees due pursuant to this Agreement,



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excluding U.S. income taxes imposed on Workday. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the first paragraph of this Agreement and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Grant of Rights. Workday hereby grants Customer (and those of Customer's Affiliates and Authorized Parties for whom Customer enables access to the Service) a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form.

3.3 Restrictions. Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

3.6 Aggregated Statistical Information. Workday owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "**Aggregated Statistical Information**"). Nothing herein shall be construed as prohibiting Workday from utilizing the Aggregated Statistical Information for purposes of operating Workday's business, provided that Workday's use of Aggregated Statistical Information will not reveal the identity of Customer or its Personal Data to any third party.

4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.



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4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.5 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section. In addition to the foregoing, Customer understands and agrees that Workday shall be permitted to disclose copies of this Agreement (including but not limited to any applicable Order Forms) to NCPA pursuant to the audit and reporting requirements set forth in the NCPA Administration Agreement in place between Workday and NCPA.

5. Customer Data.

5.1 Protection and Security. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the *Workday Security Exhibit* attached hereto, and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". Each year, Workday will retain a nationally recognized public accounting firm to produce such an audit report relating to the Service at Workday's cost. In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday's Security Exhibit and the Current Audit Reports. Workday will promptly remediate any material deficiencies identified in the Current Audit Report. Upon Customer's request, Workday will provide Customer with a copy of Workday's then-current SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Workday's independent third party auditor. 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. The *Data Processing Exhibit* attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit). Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.2 Unauthorized Disclosure. If either party believes that there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law unless legally prohibited from doing so. Additionally, each party will reasonably assist the other party in mitigating or remediating any potential damage, including providing up to one year of credit monitoring service where appropriate. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it except as such costs may be allocated pursuant to Section 5.3. As soon as reasonably practicable after any such Security Breach, upon Customer's request, Customer and Workday will consult in good faith regarding the root cause analysis and any remediation efforts.

5.3 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of Personal Data is caused by Workday's breach of its security and/or privacy obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO



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RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

6. Warranties & Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and (iii) to the best of its knowledge, the Service does not contain any Malicious Code. Workday further warrants that it will not knowingly introduce any Malicious Code into the Service. Malicious Code, no matter how introduced, will be remedied in accordance with Section 6.2. In addition to the foregoing, Workday shall comply with all applicable federal, state and local employment laws, government regulations or orders. In addition, Workday represents and warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, disability, sex, national origin, age, veteran status, genetic information or any other unlawful criterion and that it shall comply with all applicable laws against discrimination and all applicable rules, regulations and orders issued thereunder or in implementation thereof, including, to the extent that Workday is a subcontractor on a federal contract, the Equal Opportunity Clauses set forth in 41 C.F.R. §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), as well as the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

6.2 Warranty Remedies. In the event of a breach of the warranty set forth in Section 6.1 (i) or (ii), or upon the discovery of Malicious Code in the Service, (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice through the date of remedy, if any. To receive financial warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer, but Customer's failure to notify Workday within such thirty (30) day period shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is somehow unable, or impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the thirty (30) day period. Notice of breaches of the warranty in Section 6.1(i) or (iii) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination."

6.3 DISCLAIMER. 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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes any third party's Intellectual Property Rights; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the alleged infringement arises from: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by Workday; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer 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



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foregoing options is reasonably available to Workday, then use of the Service may be terminated at either party's option and Workday's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

8. Limitation of Liability.

8.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD AND/OR CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR WORKDAY'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST TWELVE MONTH PERIOD).

8.2 Exclusion of Damages. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY EITHER PARTY PURSUANT TO A COURT AWARD (OTHER THAN A DEFAULT JUDGMENT) OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW SUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER FORM ARE EXCLUDED AS WORKDAY'S LOST PROFITS.

8.3 DIRECT DAMAGES. SUBJECT TO SECTION 8.1 AND NOTWITHSTANDING SECTION 8.2 ABOVE, THE PARTIES AGREE THAT WITH RESPECT TO WORKDAY'S BREACH OF ITS CONFIDENTIALITY OR DATA SECURITY OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND WORKDAY SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEY'S FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH AND FOR CLAIMS DEFENDED BY CUSTOMER, AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH.

9. Term & Termination.

9.1 Term of Agreement. The Term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Either party may terminate this Agreement,: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

9.3 Fiscal Funding. Customer is a local governmental entity that relies on funding allocated at the state and local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under the Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent



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products or services from a third party. Customer reasonably believes that sufficient funds will lawfully be appropriated to satisfy its obligations. If Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under the Agreement and has no other funding source lawfully available to it for such purpose Customer may terminate the Agreement by giving Workday not less than thirty (30) days prior written notice. Notwithstanding the foregoing, if Customer signs an Order Form and/or has received products and/or services Customer shall be obligated to pay for such products and/or services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year's subscription fee. Upon termination, Customer will remit all amounts due and all costs reasonably incurred by through the date of termination and, to the extent of lawfully available funds, through the end of the then current fiscal period. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms.

9.4 Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for Workday's uncured material breach or the reasons set forth in Section 2.1 shall not relieve Customer of the obligation to pay all future amounts due under all order forms.

9.5 Retrieval of Customer Data. Upon written request by Customer made prior to any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service solely for purposes of Customer retrieving Customer Data for a period of up to sixty (60) days after such request is received by Workday. After such sixty (60) day period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deletion of Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.6 Transition Period before Final Termination. Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined) pursuant to the terms of this Agreement for a transitional period of up to three (3) months (the "Transition Period"). Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees charged to Customer for the Service during the twelve month period immediately preceding the termination date plus an additional five percent (5%). During the Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a statement of work to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for breach by Customer, Workday may withhold the provision of transition Services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further services, and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.

9.7 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Provision of the Service"; (ii) Section 3.2 "Grant of Rights"; and (iii) any Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.



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10.2 Insurance. Insurance. Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Workday Services are to be performed.

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer
- (b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.
- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate.
- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

10.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery or (ii) the third business day after first class mailing. Notices to Workday shall be addressed to the attention of its General Counsel. Notices to Customer shall be addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.4 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), and/or, where Workday is in compliance with its security and backup obligations under this Agreement, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.6 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Customer have the right to assign this



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Agreement to a direct Competitor of Workday. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.7 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of Oklahoma, without regard to its conflicts of laws rules..

10.8 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

10.9 Federal Government End Use Provisions (if applicable). Workday provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a “need for” right not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

10.10 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.11 Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct. As of the Effective Date, Workday's code of conduct is accessible via the link shown below:

<http://www.workday.com/Documents/pdf/investor/ir-code-of-conduct-2014-05-13.pdf>

10.12 Miscellaneous. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures, provided that such signatures must be made using a technology designed for electronic signatures and a mere email which appears to state consent to an agreement or action shall not be considered an electronic signature.



MASTER SUBSCRIPTION AGREEMENT

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer's or an authorized Affiliate's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Workday. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) financial analysts with adequate knowledge of the human resources and/or financials software and services industry (chosen by mutual agreement of the parties) commissioned at Workday's sole expense, shall determine such.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions and pricing of this Agreement (but not its existence or parties).

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees and Authorized Parties relating to the operation or functionality of the Service.

"Documentation" means Workday's electronic and hardcopy user guide for the Service, which may be updated by Workday from time to time.

"Employee" or "Worker" means actual or prospective employees, students, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, students, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Order Form" means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.



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“Personal Data” means any information that is related to an identified or identifiable individual and has been provided by Customer or its Affiliates as Customer Data within the Workday Service to enable Workday to Process the data on its behalf.

“Production” means the Customer’s or an Employee’s use of or Workday’s written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer’s books/records; or (iii) in any decision support capacity.

“Security Breach” means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

"Service" means Workday’s software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

“SLA” means the *Workday Production Support and Service Level Availability Policy*, which may be updated by Workday from time to time. No update shall materially diminish Workday’s responsibilities under the SLA.

“Subscription Service Fee” means all amounts invoiced and payable by Customer for the Service.

"Tenant" means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

“Term” has the meaning set forth in Section 9.1.



MASTER SUBSCRIPTION AGREEMENT

WORKDAY SLA SERVICE CREDIT EXHIBIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service application
- c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service application
- d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service application
- e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service application
- f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service application
- g. More than six consecutive months: Within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.



Workday Production Support and Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenant 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.



Workday Production Support and Service Level Availability Policy (SLA)

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 in the Workday Community (<https://community.workday.com>) 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 Customer Center (the Workday case management system), 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 (<https://community.workday.com>). Specific information and timelines for Feature Releases and Service Updates can be found on the Workday Community (<https://community.workday.com>). Feature Releases will be performed during a weekend within any Planned Maintenance.

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.

5. 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



Workday Production Support and Service Level Availability Policy (SLA)

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 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



Workday Production Support and Service Level Availability Policy (SLA)

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 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.



Workday Production Support and Service Level Availability Policy (SLA)

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.



Security Exhibit

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data or Professional Services 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 Customer Data or Professional Services Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data or Professional Services Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data or Professional Services 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.** A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:
 - a) Training on how to implement and comply with its Information Security Program;
 - b) Promoting a culture of security awareness through periodic communications from senior management with employees.
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 production data center or the facility housing Workday's SFTP Server, if applicable, is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:
 - a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
 - b) Camera surveillance systems at critical internal and external entry points to the data center;
 - c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
 - d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.
4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any Security Breach. Such procedures include:
 - a) Roles and responsibilities: formation of an internal incident response team with a response leader;



Security Exhibit

- b) Investigation: assessing the risk the incident poses and determining who may be affected;
 - c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data or Professional Services Data;
 - d) Recordkeeping: keeping a record of what was done and by whom to help in later analysis and possible legal action; and
 - e) Audit: conducting and documenting root cause analysis and remediation plan.
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 Customer Data or production systems that contain Customer Data. Such procedures include:
- a) Data Backups: A policy for performing periodic backups of production file systems and databases or Professional Services Data on Workday's SFTP Server, as applicable, according to a defined schedule;
 - b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:
 - i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
 - ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
 - c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
6. **Audit Controls.** Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information.
7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data or Professional Services Data and protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security.** Security measures to guard against unauthorized access to Customer Data or Professional Services Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data or Professional Services Data stored on desktops, laptops or other removable storage devices.
9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Customer Data or Professional Services Data, taking into account available technology so that Customer Data or Professional Services 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;
 - b) Defining security roles and responsibilities for individuals with security responsibilities; and
 - c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.
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. Where applicable, such testing includes:



Security Exhibit

- a) Internal risk assessments;
 - b) ISO 27001 and ISO 27018 certifications; and
 - c) Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports (or industry-standard successor reports)
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; 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. Such policies and procedures include:
- a) A process for documenting, testing and approving the patching and maintenance of the 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 Customer Data or Professional Services 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.
15. **Devices.** All laptop and desktop computing devices utilized by Workday and any subcontractors when accessing Customer Data or Professional Services Data:
- a) will be equipped with a minimum of AES 128 bit full hard disk drive encryption;



Security Exhibit

- b) will have up to date virus and malware detection and prevention software installed with virus definitions updated on a regular basis; and
- c) shall maintain virus and malware detection and prevention software so as to remain on a supported release. This shall include, but not be limited to, promptly implementing any applicable security-related enhancement or fix made available by supplier of such software.

Definitions

“Professional Services” means consulting or professional services provided to Customer under an agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Lifecycle Deployment Program Terms and Conditions, 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 engagement with Workday 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.

“SFTP Server” means a Secure File Transfer Protocol server or its successor provided and controlled by Workday to transfer the Professional Services Data between Customer and Workday for implementation purposes.

v17.11



DATA PROCESSING EXHIBIT

This Data Processing Exhibit (“**DPE**”) is an exhibit to the Master Subscription Agreement and any Professional Services Agreement between Workday and Customer (as the case may be, the “**Agreement**”), and sets forth the obligations of the parties with regard to the Processing of Personal Data pursuant to such Agreement.

Designated Data Center Location: United States

1. Definitions

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

“**Additional Products**” means products, services and applications (whether made available by Workday or a third party) that are not part of the Service.

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

“**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.

“**EEA**” means the European Economic Area.

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

“**Personal Data**” means any Customer Data that relates to (i) an identified or identifiable natural person or, (ii) an identified or identifiable legal entity, where such information is protected similarly as personal data under applicable Data Protection Laws.

“**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.

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

“**Valid Transfer Mechanism**” means a data transfer mechanism permitted by the GDPR as a lawful basis for transferring Personal Data to a recipient outside the EEA.

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 Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor.



DATA PROCESSING EXHIBIT

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 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.

3. Subprocessors

3.1 Use of Subprocessors. Customer agrees that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate 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 through Workday's customer website a list of Subprocessors (currently located at: <https://community.workday.com>) authorized to Process Personal Data ("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 EEA 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 the Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and the Customer may immediately discontinue using the relevant portion(s) of the Service and may terminate the relevant portion(s) of the 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 Service that were to be provided after the effective date of termination.

4. Data Center Location and Data Transfers

4.1 Storage of Personal Data. Personal Data will be housed in data centers located in the Designated Data Center Location set forth herein unless the parties otherwise expressly agree in writing.

4.2 Access to Personal Data. Notwithstanding Section 4.1, in order to provide the Service Workday and its Subprocessors will only access Personal Data from (i) countries in the EEA, (ii) countries or territories formally recognized by the European Commission as providing an adequate level of data protection ("Adequate Countries") and (iii) the United States provided, in this case, that Workday makes available to Customer a Valid Transfer Mechanism. When Workday or its Subprocessors access Personal Data from outside the Designated Data Center Location for the purposes set forth above, Customer agrees that Personal Data may be temporarily stored in that country.

4.3 Privacy Shield. Workday, Inc. is self-certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce ("Privacy Shield") and complies with their requirements for handling, collecting and transferring Personal Data from the EEA and Switzerland to the United States in connection with the Service. Workday will remain certified for the term of the Agreement provided that the Privacy Shield is recognized as a Valid Transfer Mechanism.



DATA PROCESSING EXHIBIT

5. Rights of Data Subjects

5.1 Correction, Deletion or Restriction. Workday will, at its election and as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability within the Service to correct or delete Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions on Customer's behalf if such functionality is not available within the Service.

5.2 Access to Personal Data. To the extent a Data Subject's Personal Data is not accessible to Customer through the Service, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

5.3 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion or restriction of that person's Personal Data ("**Data Subject Request**"). If Workday receives a Data Subject Request, Workday will promptly redirect the Data Subject to submit its request to Customer.

5.4 Data Portability. During the term of the Agreement, Customer may extract Personal Data from the Service in accordance with the Documentation and the relevant provisions of the Agreement, including so that Customer can provide the Personal Data to an individual who makes a data portability request under the GDPR.

6. Government Access Requests

Unless prohibited by applicable law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by government agency or law enforcement authority for access to or seizure of Personal Data.

7. Workday Personnel

Workday shall take reasonable steps to 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.

8. 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.

9. 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 Security Exhibit.

10. Audit

Customer agrees that 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 Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.



DATA PROCESSING EXHIBIT

11. Return and Deletion of Personal Data

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

12. Additional Products

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then by such actions Customer is instructing Workday to cause the Service to allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator. This DPE does not apply to the Processing of Personal Data by Additional Products which are not part of the Service.

13. Additional European Terms

13.1 Subject-Matter, Nature, Purpose and Duration of Data Processing. Workday will Process Personal Data to provide the Service (operation and maintenance of a software-as-a-service application). The duration of Processing Personal Data shall be for the term of the Agreement.

13.2 Types of Personal Data and Categories of Data Subjects. The types of Personal Data and categories of Data Subjects are set forth in Addendum 1 hereto.

13.3 Data Protection Impact Assessments and Prior Consultations. Customer agrees that 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 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.

14. Professional Services

Notwithstanding any provision to the contrary in this DPE, this Section 14 shall control with respect to Professional Services. For purposes of interpreting the DPE terms for the Professional Services, "Agreement" means Professional Services Agreement, and "Service" means Professional Services.

14.1 Definitions

The following definitions apply to Professional Services.

"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" means the professional or consulting services provided to Customer under a Professional Services Agreement.

"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.

"Personal Data" means any Professional Services Data that is related to an identified or identifiable person.

"SOW" means any separate statement of work or other document under which Workday agrees to provide Professional Services, that has been fully executed by the parties and is subject to a Professional Services Agreement.



DATA PROCESSING EXHIBIT

“SFTP Server” means a secure file transfer protocol server or its successor provided and controlled by Workday that may be used to transfer the Professional Services Data between Customer and Workday for implementation purposes.

14.2 Notification of New Subprocessors

This Section supersedes Section 3.2 “Notification of New Subprocessors” regarding Professional Services, except that Section 3.2 continues to apply to Workday’s use of its Affiliates on the Subprocessor List as Subprocessors for Professional Services:

Notification of New Subprocessors. Workday shall make available to Customer on Workday Community (<https://community.workday.com>) a list of additional Subprocessors authorized to Process Personal Data (“**Professional Services Subprocessor List**”) and provide Customer with a mechanism to obtain notice of any updates to the Professional Services 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 Professional Services Subprocessor List.

14.3 Subprocessor Objection Right

This Section supersedes Section 3.3 “Subprocessor Objection Right” regarding Professional Services, except that Section 3.3 continues to apply to any objection by Customer of Workday’s use of its Affiliates on the Subprocessor List, as Subprocessors for Professional Services:

Subprocessor Objection Right. This Section 14.3 shall apply only where and to the extent that Customer is established within the EEA or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. Provided the Customer has reasonable grounds relating to data protection, Customer may object to Workday’s use of a third-party Subprocessor in two ways: (i) Prior to executing an SOW, Customer may review the then-published Professional Services Subprocessor List and note any objections in the applicable SOW; or (ii) For a new Subprocessor added to the Professional Services Subprocessor List, within fourteen (14) days following Workday’s notification pursuant to Section 14.2 above, Customer may object by providing written notice of such objection to Workday pursuant to the Agreement.

14.4 SFTP Server Location

This Section supersedes Section 4.1 “Storage of Personal Data” regarding Professional Services:

SFTP Server Location. The SFTP Server will be housed in data centers located in the Designated Data Center Location unless the parties otherwise expressly agree in writing.

14.5 Processing Professional Services Data

This Section supersedes Section 4.2 “Access to Personal Data” regarding Professional Services:

Processing Professional Services Data. To provide the Professional Services, Workday and its Subprocessors will only Process Personal Data in (i) countries in the EEA and (ii) countries formally recognized by the European Commission as providing an adequate level of data protection (“**Adequate Countries**”); and provided Workday makes available to Customer a Valid Transfer Mechanism, (iii) the United States, and (iv) other countries where Customer and/or its Affiliates are located, and (v) other countries as agreed by the parties in writing.

14.6 Correction, Deletion or Restriction

This Section Supersedes Section 5.1 “Correction, Deletion or Restriction” regarding Professional Services:

Correction, Deletion or Restriction. Workday will, at its election and as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability on the SFTP Server to correct or delete Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions on Customer’s behalf if such functionality is not available on the SFTP Server.

14.7 Access to Personal Data

This Section supersedes Section 5.2 “Access to Personal Data” regarding Professional Services:



DATA PROCESSING EXHIBIT

Access to Personal Data. To the extent a Data Subject's Personal Data is not accessible to Customer through the SFTP Server, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

14.8 Data Portability

This Section supersedes Section 5.4 "Data Portability" regarding: Professional Services:

Data Portability. Customer may extract Personal Data from the SFTP Server in accordance with the Documentation.

14.9 Audit

This Section supersedes Section 10 "Audit" regarding Professional Services:

Audit. In the event that Customer, a regulator, or data protection authority requires an inspection or audit relating to the Professional Services that Customer cannot obtain through its own access to the SFTP Server or Professional Services Data, such inspection and/or audit shall be made available in accordance with Workday's Customer Audit Program.

14.10 Deletion of Professional Services Data

This Section supersedes Section 11 "Return and Deletion of Personal Data" regarding Professional Services:

Deletion of Professional Services Data. Subject to the Customer's prior written request, Workday will delete the Professional Services Data by deletion of Customer's files on the SFTP Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with this DPE.

14.11 Data Protection Impact Assessments and Prior Consultations

This Section supersedes Section 13.3 "Data Protection Impact Assessments and Prior Consultations" regarding Professional Services:

Data Protection Impact Assessments and Prior Consultations. In the event that 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 Professional Services that Customer cannot obtain through its own access to the SFTP Server or Professional Services Data, 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.

15. General Provisions

15.1 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.

15.2 Disclosure of DPE Terms. Customer or its Affiliates may only disclose the terms of this DPE to a regulator or supervisory authority to the extent required by law or such regulator or supervisory authority, such as for the purpose of notifications or approvals. Furthermore, Customer shall take reasonable endeavors to ensure that such regulator or supervisory authority do not make this DPE public, including: (i) marking copies of this DPE as "Confidential and Commercially Sensitive"; (ii) requesting return of this DPE once the regulatory notification has been completed or approval granted; and (iii) requesting prior notice and consultation before any disclosure of this DPE by the regulator or supervisory authority.

15.3 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.



DATA PROCESSING EXHIBIT

15.4 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.

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

- i. the 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.

15.6 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.

15.7 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.



DATA PROCESSING EXHIBIT

Addendum 1

Data subjects

Prospective, current and former employees and other workers, as well as related persons.

Categories of data

- **Prospective, current and former employee data:** Such employee data as is necessary for human resources and benefits processing, including name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address data; instant messenger data; 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; birth date 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 person's data:** 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).

00177237.0



**ORDER FORM # 00177238.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

Customer Name	Board of Commissioner of Tulsa County
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties’ signatures on the Signature Document
Order Term	July 1, 2020 through June 30, 2025
Order Term in Months	60
Currency	USD
Total Subscription Fee	2,950,000

Payment #	Payment Due Date	Payment Amount
1	Invoiced on July 1, 2020, due in accordance with the MSA	590,000
2	Due on first anniversary of the Order Term start date	590,000
3	Due on second anniversary of the Order Term start date	590,000
4	Due on third anniversary of the Order Term start date	590,000
5	Due on fourth anniversary of the Order Term start date	590,000
	Total Payment Amount	2,950,000

Baseline FSE Worker Count by SKU for Order Term			
SKU	Service	July 1, 2020 – December 31, 2020	January 1, 2021 – June 30, 2025
HCM	Human Capital Management	1,587	1,587
USP*	Payroll for United States		
REC*	Recruiting		
CCB*	Cloud Connect for Benefits	0	
LRN*	Learning		
MCNF*	Media Cloud – No Fee		
TT*	Time Tracking		
EXP*	Expenses		
PRO*	Procurement		
INV*	Inventory		
FIN*	Core Financials		
PRJT*	Proiects		

* Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCM.

Annual Fee per Additional FSE Worker per SKU	
HCM, USP, REC, CCB, LRN, TT, EXP, PRO, INV, FIN, PRJT (Combined)	412.43
MCNF	No Fee

Number of Named Support Contacts*	6
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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.

Tenant Base Name*	tulsacounty
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* Tenant Base Name is the naming convention that will be used in all of the Tenant URLs provided by Workday, which shall remain constant.



Customer Contact Information	Billing, In Care of	Customer Support
Contact Name	Tom Ellis	Tom Ellis
Street Address City/Town, State/Region/County, Zip/Post Code, Country	500 S. Denver Avenue Tulsa, Oklahoma 74103 United States	500 S. Denver Avenue Tulsa, Oklahoma 74103 United States
Phone/Fax #	(918) 671-0070	(918) 671-0070
Email (required)	tellis@tulsacounty.org	tellis@tulsacounty.org

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 a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

**ADDITIONAL ORDER FORM TERMS ADDENDUM**

1. General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. References to “annual” or “year” in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the “Baseline FSE Worker Count by SKU” table (“FSE Workers”). FSE Workers may not be decreased during the Order Term.

2. FSE Workers Calculation. FSE Workers are calculated by categorizing each Customer worker to one of the worker category below, multiplying the Worker number by the applicable percentage rate, and then adding totals for each category of worker.

Sample Total FSE Worker Calculation:

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
Totals:	2,600		2,138

The Service may be used by Customer only for the following categories of Employees/Workers:

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

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

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

“Former Worker With Access” is a former worker that continues to have access to the Service through the Employee Self-Service features.

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. Customer must run a report 60 days prior to each anniversary of the Order Term start date to establish the number of Active Records per SKU (**“Annual Reporting”**) and report the numbers no later than 30 days prior to the anniversary of the Order Term start date, as well as its IPEDS numbers for its most recent “as-of” October 15 IPEDS count date (**“Annual Reporting Date”**). If Customer has any one-time addition of workers (e.g., M&A) 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 Section 2 (such excess, “Additional FSE Workers”).



Customer agrees to pay fees for the Additional FSE Workers for each SKU 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 (each a “**Reporting Period**”) at the Annual Fee per Additional FSE Worker per SKU set forth above. If there are Additional FSE Workers for the HCM SKU, then such Additional FSE Workers shall also automatically be applicable to any SKU marked with * in the Baseline FSE Worker Count by SKU table. Customer agrees to execute an Order Form documenting the additional fees due pursuant to this section.

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 (“**First Renewal Term**”) at the below pricing:

First Renewal Term

Renewal Term years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee
2nd year of Renewal Term	Base Subscription Fee

“**Base Subscription Fee**” means the Total Subscription Fee for the last 12 months of the Order Term of this Order Form (\$590,000). The Annual Fee per Additional FSE Worker per SKU for the First Renewal Term shall be increased by the same percentage as the **Annual Renewal Subscription** Fee per year in the table immediately above and averaged over the number of years in the First Renewal Term. All fees for the First Renewal Term will be paid in equal payments and are due by the first day of each corresponding year of the First Renewal Term. If Customer wishes to procure any SKUs or FSE Workers for the First 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.

Following the First Renewal Term, Customer may renew its subscription for the Service by notifying Workday prior to the end of the First Renewal Term and Workday will generate a new Order Form for a second single three-year renewal term (“**Second Renewal Term**”) at the below pricing:

Second Renewal Term

Renewal Term years	Annual Renewal Subscription Fees
4th year of Renewal Term	Base Subscription Fee of First Renewal Term x (1.05)
5th year of Renewal Term	Previous year subscription fee x (1.05)
6th year of Renewal Term	Previous year subscription fee x (1.05)

“**Base Subscription Fee of First Renewal Term**” means the Total Subscription Fee for the **First Renewal Term** divided by the number of months in the Order Term multiplied by 12. If Customer incorporates escalating headcount during the First Renewal Term, then the “**Base Subscription Fee of First Renewal Term**” means the Total Subscription Fee for the last 12 months of the First Renewal Term. The Annual Fee per Additional FSE Worker per SKU for the Second Renewal Term shall be increased by the same percentage as the **Annual Renewal Subscription** Fee per year in the table immediately above and averaged over the number of years in the Second Renewal Term. All fees for the Second Renewal Term will be paid in equal payments and are due by the first day of each corresponding year of the Second Renewal Term. If Customer wishes to procure any SKUs or FSE Workers for the Second Renewal Term that are not included in the Base Subscription Fee of First Renewal Term, fees for those items will be in addition to the fees anticipated under this section.

“**CPI**” means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.



5. Option to Acquire Additional Service Applications. At any time prior to the first anniversary of this Order Term start date (the “Option Expiration Date”), Customer may acquire a subscription for the specific application(s) listed below for at least the minimum permitted number of FSE Workers as set forth below at the annual subscription fee rate set forth below. Any standard applicable terms of subscription for the Service applications acquired will apply. If Customer elects to exercise its option under this section, Customer will provide Workday with written notice by the Option Expiration Date and a separate Order Form, with an order term start date on or before the Option Expiration Date, which will be coterminous with this Order Form and will be used to formally document the subscription.

SKU	Service	Baseline FSE Workers	Subscription Fee for Baseline FSE Workers (Annualized Rate)	Fees per Additional FSE Worker above Baseline FSE Workers (Annualized Rate)
PRA*	Prism Analytics	1,587	62,495	26.67
PLNF*	Financial Planning	1,587	37,797	25.78
PLN*	Planning	1,587	37,797	25.78

* Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCM.



WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications 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).

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.

Workday Payroll for Canada

Workday Payroll for Canada supports the creation and management of Payroll for Canadian employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, income withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Create record of employment data. 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.

Workday Payroll for the United Kingdom

Workday Payroll for the United Kingdom supports the creation and management of Payroll for United Kingdom employees. Configure earnings, deductions, accumulations, and balances. Manage worker payment elections and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Identify company tax data. Manage worker tax, national insurance, student loan and court order deductions and statutory payments associated to birth and adoption. Manage standard employee tax reporting including RTI.

Workday Payroll for France

Workday Payroll for France supports the creation and management of Payroll for French employees. Configure earnings, deductions, accumulations, and balances. Calculate, review/audit, and complete payrolls and settlement runs. Manage URSSAF, pôle emploi and ARRCO-AGIRC contributions, loans and advances, and withholding orders deductions. Create and manage Healthcare/Disability/Contingency “Prévoyance” contributions. Manage DSN reporting.

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.

Time Tracking Hub

Time Tracking Hub supports an organization that requires time data to be collected, calculated, and approved in an external third party time system, and then enables such data to be loaded into Workday solely for reporting, payroll, and billing purposes. Only the following features may be used: Import Time Blocks, Admin Entry Access, Mass Submit / Mass Advance, Payroll/Billing Integration, and Time Reporting. Time Tracking Hub may not be used for collecting, calculating/validating or approving time and no self-service features for employees or managers may be used.

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.



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 Permitted FSE Workers in a current Order Form. If and when Learning is available for use by Customer's external users, Customer may elect to purchase such functionality subject to additional fees and applicable terms. 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**”) 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 (if and when available), (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, the Workday Security Exhibit, 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; and (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.

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 shall implement 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 Media Cloud – Security Exhibit attached hereto. Media Cloud, including the AWS 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. Workday employs a security incident response plan that includes procedures to be followed in the event of any security breach. For the avoidance of doubt, Media Cloud Content (including, but not limited to, Packaged Media Content) will not be considered Customer Data (as that term is defined in the MSA). For purposes of clarification, the Workday Security Exhibit shall not apply to Media Cloud Content (including, but not limited to, Packaged Media Content, Player for Packaged Media Content, or other Media Cloud services).

8. Data Processing Terms. These data processing terms apply to Workday’s processing of Media Cloud Content that is related to an identified or identifiable person (“Media Cloud Content Personal Data”):

- (a) Workday will process Media Cloud Content Personal Data solely to provide Media Cloud in accordance with Customer’s documented instructions, which are provided in the MSA and this Order Form, these Media Cloud Terms and any relevant Workday Service application terms, and the applicable Documentation;
- (b) All authorized personnel who process Media Cloud Content Personal Data will be bound by confidentiality obligations that survive employment termination;
- (c) Customer agrees that Workday may use Subprocessors to process Media Cloud Content Personal Data. For the purpose of this Section, the term “Subprocessor” means a Workday Affiliate or third-party entity engaged by Workday as a data processor. Workday will contractually bind such Subprocessor to security and privacy terms no less protective than those provided in these Media Cloud Terms. Workday shall be liable for the acts and omissions of such Subprocessors to the same extent as if the acts or omissions were performed by Workday. AWS and Akamai are authorized to process Media Cloud Content Personal Data



and any additional Subprocessors that will process Media Cloud Content Personal Data after the date hereof will be listed on Workday's customer website. To the extent Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor, then no more than 30 days after Workday provides Customer with Notice of the new Subprocessor, Customer may terminate Media Cloud use in accordance with these Media Cloud Terms;

- (d) Customer is responsible for responding to any person's request to access, correct, delete or restrict that person's Media Cloud Content Personal Data. If Workday receives such a request, Workday shall promptly redirect such requester to Customer;
- (e) Workday will, as necessary to enable Customer to meet its obligations under applicable data protection laws, either: (i) provide Customer with the ability to access, correct, delete, or restrict Media Cloud Content Personal Data within Media Cloud; or (ii) make such corrections, deletions, or restrictions on Customer's behalf if such functionality is not available within Media Cloud (with the choice between (i) and (ii) being at Workday's sole discretion);
- (f) Workday, Inc. is self-certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce ("**Privacy Shield**") and complies with their requirements for handling, collecting and transferring any Media Content Personal Data from the European Economic Area and Switzerland to the United States in connection with Media Cloud. Workday will remain certified for the Term (as defined below); provided that the Privacy Shield is recognized under Law as a lawful basis for transferring any Media Cloud Content Personal Data to a recipient outside the European Economic Area;
- (g) Workday shall promptly notify Customer of any Security Breach of Media Cloud Content Personal Data (as defined below) in accordance with the Security Breach notification provisions of the MSA;
- (h) Media Cloud is not covered under any of Workday's existing audit reports or the Workday Customer Audit Program. Customer may request copies of AWS's third party audit reports, subject to AWS's own requirements, which include a requirement to have a confidentiality agreement in place directly with AWS;
- (i) Workday's EU Access Policy does not apply to Media Cloud;
- (j) Upon termination of Media Cloud, Workday will delete Customer's Media Cloud Content in a timely manner; and
- (k) As relates to Media Cloud Content Personal Data, these Media Cloud Terms control over any additional or conflicting terms in the MSA or any executed data processing or transfer agreement or EU model clauses between the parties or between Workday and Customer's Affiliates.

For purposes of this Section, "**Security Breach of Media Cloud Content Personal Data**" means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Media Cloud Content Personal Data; provided that an incidental disclosure of Media Cloud Content Personal Data to an Authorized Party or Workday, or incidental access to Media Cloud Content Personal Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "**Security Breach of Media Cloud Content Personal Data**" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (b) any security breach (or substantially similar term) as defined by applicable Law.

9. Support. Customer understands and agrees that (a) Workday may provide support for Media Cloud from Canada, 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. Workday Remediation of Certain Unauthorized Disclosures. In the event of a Security Breach of Media Cloud Content Personal Data (as defined herein) caused by Workday's breach of its security and/or privacy obligations under these Media Cloud Terms, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the security breach to applicable government and relevant industry



self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Media Cloud Content Personal Data may have been accessed or acquired; (c) providing credit monitoring service to individuals whose Media Cloud Content Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service; and (d) operating a call center to respond to questions from individuals whose Media Cloud Content Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE MSA TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

11. Government Access Requests. Unless prohibited by Law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by a government agency or law enforcement authority for access to or seizure of Media Cloud Content.

12. 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.



00188211.0 - Confidential

**ORDER FORM # 00188211.0
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")**

Customer Name	Board of Commissioner of Tulsa County
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates of the parties' signatures
Currency	USD
Total Training Fees	158,441

Payment #	Payment Due Date	Payment Amount
1	Invoiced on July 1, 2020, due in accordance with the MSA	80,977
2	Due on first anniversary of the Order Term start date	19,366
3	Due on second anniversary of the Order Term start date	19,366
4	Due on third anniversary of the Order Term start date	19,366
5	Due on fourth anniversary of the Order Term start date	19,366
	Total Payment Amount	158,441

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	610	101	61,610

SKU	Training Offering	Annual Rate	Quantity	LOD Fees for Order Term
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	25,027
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	25,027
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	1	25,027
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	25,027
One-time Discount for LOD				(25,026)
Total LOD Fees for Order Term				75,082
LOD Order Term: July 1, 2020 through June 30, 2025				

SKU	Training Offering	Total Number of FSE Workers	AK Fees for Order Term
AK	Adoption Kit	1,587	28,999
One-time Discount for AK			(7,250)
Total AK Fees for Order Term			21,749
AK Order Term: July 1, 2020 through June 30, 2025			



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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	Tom Ellis	Alan Vanderburg	Alan Vanderburg
Street Address City/Town, State/Region/ Zip/Post Code Country	500 S. Denver Avenue Tulsa, Oklahoma 74103 United States	500 S. Denver Avenue Tulsa, Oklahoma 74103 United States	500 S. Denver Avenue Tulsa, Oklahoma 74103 United States
Phone/Fax #	(918) 596-5253	(918) 596-5253	(918) 596-5253
Email (required)	tellis@tulsacounty.org	avanderburg@tulsacounty.org	avanderburg@tulsacounty.org

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.



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 Training Credits purchased hereunder between the Order Effective Date through January 31, 2021:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 – 25	USD \$ 700
26 – 50	USD \$ 680
51 – 75	USD \$ 660
76 – 100	USD \$ 635
101-249	USD \$ 610
250+	USD \$ 585

The following rates apply to the bulk Training Credits purchased hereunder after February 1, 2021 and the first anniversary of 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 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.