



CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Master Agreement #: AR2507

Participating Addendum #: 2025-BUS-7311

Contractor: **WORKDAY, INC.**

Participating Entity: **STATE OF IOWA**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers *Cloud Solutions* led by the State of Utah for use by state agencies and other governmental entities located in Iowa.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa.
3. Reserved.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

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

Participating Entity

Name:	Laura Shannon
Address:	200 E. Grand Ave, Des Moines, IA 50309
Telephone:	
Fax:	
Email:	ITContracts@dom.iowa.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

5.1. Section 1 **Order of Precedence** is modified to state the following:

(1) A Participating Entity's Participating Addendum, including ancillary agreements unique to a Purchasing Entity making purchases hereunder that specifically address state, local, or federal regulatory or compliance concerns and which may be incorporated via a Purchasing Instrument ("PA");

5.2. The definition of **Confidentiality** in Section 2 is modified to incorporate Iowa Code Chapter 22 (Examination of Public Records).

5.3. The definition of **Order Form** in Section 2 shall be modified to also mean "Purchasing Instrument."

5.4. The definition of **Personal Data** in Section 2 shall be modified to include bank account information.

5.5. Section 13 **Indemnification** is modified to addend the following language:

(d) Neither Contractor nor any attorney engaged by Contractor shall defend against any third party claims in the name of the State of Iowa or any Purchasing Entity making purchases hereunder, nor purport to act as a legal representative of the State of Iowa or any Purchasing Entity making purchases hereunder, without first having provided notice to the Participating Entity or Purchasing Entity, as applicable, and received a written approval.

(e) Notwithstanding anything to the contrary contained in the Master Agreement, the State shall not be responsible for the Contractor's attorney fees and/or expenses.

(f) Notwithstanding anything to the contrary in the Master Agreement or any contract document, under no circumstances will the State indemnify, defend, or hold harmless Contractor, and any such provision in the PA or any purchasing instrument shall be of no force and effect.

(h) The Participating Entity shall have the right to participate in its own defense.

(i) Settlements offered on behalf of the State must be approved by the Purchasing Entity.



CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

- 5.6. Section 21 **Payment** is modified to indicate 60-day payment terms pursuant to Iowa Code section 8A.514.
- 5.7. Section 34 **Governing Law and Venue** is modified to indicate that this Participating Addendum is governed by the laws of the State of Iowa, without giving effect to the choice of law principles of Iowa law. Any litigation in connection with this Agreement shall be brought and maintained in the state or federal courts sitting in Polk County, Iowa.
- 5.8. **Administrative Fees and Reporting.**
 - 5.8.1. Vendor shall provide a 1.00% administrative fee on all sales made through this Agreement, without affecting authorized prices/rates. This 1.00% administrative fee shall be paid quarterly to the Main Business Address, Attn: Business Services Division Administrator. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

- 5.8.2. Vendor shall submit a report with each quarterly payment detailing all payments received and also identifying the Purchasing Entity, the Purchasing Instrument number, and the project to which it is attributable.
- 5.9. **Notices.** Any legal notices required by the Agreement, or a Purchasing Instrument, shall be given in writing by registered or certified mail with proof of receipt, or overnight delivery, which shall be sent to the address below. To the extent a Purchasing Instrument is executed by a Purchasing Entity other than DOM, Contractor shall additionally notice the Purchasing Entity at the billing address set forth on the applicable Purchasing Instrument. Notices shall be deemed to have been provided at the time it is actually received in the case of hand delivery; within one day in the case of overnight delivery; or within five days after it is deposited in the U.S. Mail.

Department of Management
Office of General Counsel
1007 E. Grand Ave G13
Des Moines, Iowa 50319
Domlegalnotices@iowa.gov

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

5.10. Termination.

5.10.1. *Termination for Cause by the State.* DOM may terminate this Agreement or a Purchasing Entity may terminate an associated Purchasing Instrument without advance notice if:

- 5.10.1.1. Vendor makes false statements in connection with the Agreement,
- 5.10.1.2. Vendor, its staff, or its subcontractors have engaged in criminal conduct including fraud, misappropriation, embezzlement, or malfeasance,
- 5.10.1.3. Vendor takes any steps, as determined in DOM's or the applicable Purchasing Entity's discretion, towards dissolution or suspension of business,
- 5.10.1.4. Vendor's authority to do business here or elsewhere is threatened or lost,
- 5.10.1.5. Vendor has failed to comply with applicable laws when performing pursuant to the Agreement or Purchasing Instrument,
- 5.10.1.6. Vendor's ability to perform is materially impacted by third-party claims of intellectual property violations by Vendor, or
- 5.10.1.7. Vendor's actions may expose DOM, the State of Iowa, or a Purchasing Entity to material liability.

Vendor shall notify DOM or the applicable Purchasing Entity of any events that could give rise to DOM's right to terminate this Participating Addendum or a Purchasing Instrument for cause.

5.10.2. *Termination Due to Lack of Funds or Change in Law.* Notwithstanding anything in this Agreement to the contrary, DOM may terminate this Agreement or a Purchasing Entity may terminate a Purchasing Instrument, in whole or in part, without penalty or liability and without advance notice if:

- 5.10.2.1. DOM or the Purchasing Entity determines that it has not been appropriated sufficient funds or funds have been reduced, unallocated, or delayed such that DOM or the Purchasing Entity cannot, in the entity's sole discretion, meet its obligations,
- 5.10.2.2. DOM or the Purchasing Entity's authority has been withdrawn or materially altered, or its duties, programs or responsibilities are modified or materially altered, or

5.10.2.3. there is a judicial decision that materially or adversely affects DOM's or a Purchasing Entity's ability to fulfill obligations under this Agreement or any applicable Purchasing Instrument.

5.11. Relationship between this Agreement and Individual Purchasing Instruments.

Each Purchasing Instrument executed hereunder shall be deemed, upon its execution, to incorporate the terms and conditions of this Agreement and shall constitute a separate, distinct, and independent Agreement between Contractor and the applicable Purchasing Entity. To the extent a Purchasing Entity other than DOM makes a purchase hereunder pursuant to a Purchasing Instrument executed by it, such Purchasing Entity shall be solely responsible for any payments due, duties, and obligations otherwise owed Vendor under the separate Purchasing Instrument. In addition, notwithstanding any other provision of this Agreement to the contrary, DOM bears no obligation or liability for any other Purchasing Entity's losses, liabilities, or obligations, including Vendor's failure to perform, arising out of or relating in any way to this Agreement. Likewise, the State of Iowa generally bears no obligation or liability for any political subdivision or other non-State Entity's losses, liabilities, or obligations, including Vendor's failure to perform, arising out of or relating in any way to this Agreement.

5.12. Purchasing Instruments.

5.12.1. *Generally.* The Parties may execute individual Purchasing Instrument(s) identifying specific Deliverables to be provided hereunder. Once a Purchasing Instrument has been executed, Contractor will carry out and complete the duties and responsibilities set forth in the applicable Purchasing Instrument in accordance with the terms of this Agreement as well as any additional or substitute terms provided in the specific Purchasing Instrument.

5.12.2. *Effect of Purchasing Instruments.* An entity purchasing off of this Agreement may agree to additional terms and conditions in a Purchasing Instruments that are in conflict with or inconsistent with the terms and conditions of this PA. Such Purchasing Instrument terms apply only to the scope of work identified in the Purchasing Instrument and do not alter the agreed terms in this PA.

5.13. **Taxes.** Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The State of Iowa, DOM, and the Purchasing Entity are exempt from the payment of sales and other taxes:

https://das.iowa.gov/sites/default/files/acct_sae/man_for_ref/forms/sales_tax_exempt_letter.pdf.

5.14. Data Protection.

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

5.14.1. *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). Upon request, Workday will execute Standard Contractual Clauses as amendments to the Data Processing Exhibit to address the European Union or other country-specific requirements. Changes to the Data Processing Exhibit shall not permit Workday to utilize a primary data center or backup data center outside the United States. 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. Each of Customer and Workday understands that it has an independent duty to comply with any and all Laws applicable to it. Upon request from Customer, Workday shall provide Customer an executive summary of Workday's application penetration test of the Service. If such testing reveals any material security vulnerability in the Service, Workday shall report and describe such vulnerability

in the executive summary and take reasonable and prompt action to address such vulnerability.

- 5.14.2. *Notification Timeframes.* Vendor shall notify the named support contact of a Security Breach within 24 hours. Vendor shall only delay notification of a Security Breach when required to do so by applicable law.
- 5.14.3. *CONUS Obligation.* All customer data will be housed in data centers located within the continental United States of America. Support will be as detailed in the US Access Policy.
- 5.14.4. *Security Audits.* Vendor shall have performed third party vulnerability assessments at least annually as detailed in the Workday MSA.
- 5.14.5. *Multi-Factor Authentication Standards.* For the term of this Participating Addendum, Workday agrees to not materially decrease the Workday Service authentication protocol methodology and controls as described in the Documentation and the Current Audit Reports.
- 5.14.6. *Compliance Reporting.* Annually during the Term, Vendor shall provide its SOC 2 as detailed in the Workday MSA.
- 5.14.7. *Background Checks.* Unless prohibited by law, Workday shall conduct (or has previously conducted) a criminal background check on personnel employed by Workday (and shall require its Subcontractors to conduct a background check on their own personnel) who will have access to Customer Data or who will be on Customer's premises. As of the Effective Date, the background check shall include the items specified below ("Background Check Items"). However, Workday reserves the right to modify the Background Check Items to coincide with then-current commercially reasonable standards for background checks. In no event shall Workday knowingly allow any person to be assigned to have access to Customer Data or Customer's premises whose background check revealed a conviction for any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust or money laundering.
 - 5.14.7.1. SSN Trace
 - 5.14.7.2. 7 Year County Criminal Report
 - 5.14.7.3. 7 Year Statewide Report
 - 5.14.7.4. 7 Year Federal Criminal Report

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

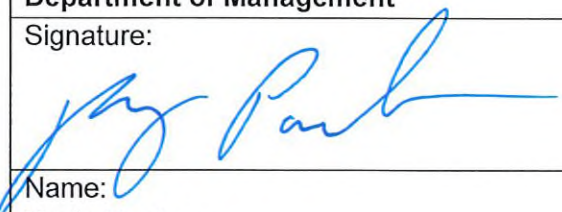

- 5.14.7.5. Basic Employment Verification (Maximum 3)
 - 5.14.7.6. Education Verification Report (Maximum 1)
 - 5.14.7.7. Multi-state/Multi Jurisdiction Criminal Records Locator
 - 5.14.7.8. International Criminal Search (Maximum 1 Jurisdiction) (For outside the US employees)
 - 5.14.7.9. International Employment Verifications (Maximum 3)
(For outside the US employees)
6. Subcontractors: All contractors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

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

Participating Entity: Department of Management	Contractor: Workday, Inc.
Signature: 	Signature:  <small>Julie Gonzalez (Feb 28, 2025 09:42 PST)</small>
Name: Kraig Paulsen	Name: Julie Gonzalez
Title: Director	Title: Senior Vice President, Financial Planning & Analysis
Date: 3-3-25	Date: Feb 28, 2025 Approved as to Legal Form by:


Kristina Soreth-Harman (Feb 26, 2025 15:16 EST)

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	775-720-3404
Email:	sberry@naspovaluepoint.org

*Please email fully executed PDF copy of this document
to
PA@naspovaluepoint.org
to support documentation of participation and posting
in appropriate data bases.*

