

Contract # AR2507**STATE OF UTAH COOPERATIVE CONTRACT**

Addendum Number: GBJCHBCAABAaAwAlggvxEa1WsoSMXA6nEFwgqQ2d

1. **CONTRACTING PARTIES:** This contract is between the Utah Division of Purchasing and the following Contractor:

Workday, Inc.

 Name
6230 Stoneridge Mall Road

 Address
Pleasanton CA 94588

 City State Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Sherry Amos Phone #703-402-3476 Email Sherry.amos@workday.com
 Vendor # VC0000175230 Commodity Code #920-05

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process on Bid#CH16012.
4. **CONTRACT PERIOD:** Effective Date: 4/24/2017 Termination Date: 9/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Pursuant to Solicitation #CH16012, Contractor must re-certify its qualifications each year.
5. **Administrative Fee, as described in the Solicitation and Attachment A:** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) of contract sales no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.
6. **ATTACHMENT A:** NASPO ValuePoint Master Terms and Conditions
ATTACHMENT B: Workday Master Subscription Agreement and sample Order Forms for purchase of SaaS and Training
ATTACHMENT C: Workday Professional Services Agreement and sample SOW for purchase of professional services
ATTACHMENT D: Scope of Services Awarded to Contractor
ATTACHMENT E: Pricing Discounts and Price Schedule
ATTACHMENT F: Contractor's Response to Solicitation # CH16012, which is attached solely for reference purposes only.
ATTACHMENT G: Production Support and Service Level Availability, and Security Exhibit
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, and Procurement Rules.
9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

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

CONTRACTOR
Carol Richwood
 Carol Richwood (May 17, 2017)

May 17, 2017

Contractor's signature

Date

STATE

[Signature]
 Director, Division of Purchasing

5/18/17
 Date

Carol Richwood Vice President, Finance

 Type or Print Name and Title

<u>Solomon Kingston</u>	<u>801-538-3228</u>	<u>801-538-3882</u>	<u>skingston@utah.gov</u>
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

Approved as to Legal Form by:

Paula Goldman
 Paula Goldman (May 15, 2017)



Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum¹ ("PA");
- (2) The State of Utah Master Agreement which includes NASPO ValuePoint Master Agreement Terms & Conditions, and other applicable documents referenced by the State of Utah Master Agreement;
- (3) The Workday Master Subscription Agreement, as revised by the Participating Addendum ("MSA") for any SaaS subscriptions and training;
- (4) Workday's Security Exhibit, SLA, and Data Processing Exhibit which apply to SaaS subscriptions only; and
- (5) The Professional Services Agreement with attached Professional Services Security Exhibit which applies only to consulting services;
- (6) The Order Form or Statement of Work identifying which Workday services (applications subscriptions, training, or consulting) are the subject of the order, the number of Full Service Equivalent Employees for whom the subscription is being purchased, if applicable, the term of the Order Form or Statement of Work, and pricing and payment schedules. Order Forms are used for purchase of SaaS subscriptions and training, while Statements of Work are used to purchase consulting services.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; and (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 (other than costs on a contract, Participating Addendum, or purchase order under this Master Agreement) 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. Regardless of the foregoing, other sections of this Master Agreement permit

¹ A Sample Participating Addendum will be published after the contracts have been awarded.

disclosure of Confidential Information that is required to be disclosed by state open records laws.

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Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the Master Agreement.

Customer means the Purchasing Entity.

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

Data Categorization is not applicable to Contractor's Service because Contractor treats all Customer Data the same.

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

Intellectual Property or 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.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate.

Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

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.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

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

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.

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 Workday Production Support and Service Level Availability Policy.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure'). The

applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Order Form means the separate ordering documents under which a Participating Entity subscribes to the Workday Service pursuant to this Master Agreement that have been fully executed by Workday and the Participating Entity. An Order Form may be titled a Statement of Work if it pertains to consulting services.

3. Term of the Master Agreement: The initial term of this Master Agreement commences on April 24, 2017 and ends on September 15⁶, 2026, with no renewal options.

4. Amendments: The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State and Contractor.

5. Assignment/Subcontracts: Contractor shall not assign, sell, transfer, or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Contractor's use of third parties to supply software, services, or infrastructure to run the Workday Service in general and not only for this Master Agreement or Participating Entities is not an assignment, delegation, or subcontracting arrangement.

Notwithstanding the foregoing, Contractor may assign this Agreement in its entirety (including all Order Forms and Participating Addenda) without consent of the Lead State, the Participating State, or the Purchasing Entity 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.

The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Discount Guarantee Period: Exhibit G contains Contractor's discounting and the methodology used to determine rates in the future. Exhibit G shall apply for the term of this Master Agreement. If Exhibit G is amended by the parties to reduce rates, such reduction shall have no impact upon Order Forms already signed by Participating Entities; reductions shall apply only to Order Forms signed after the date of the amendment. In addition, Contractor and a Participating Entity may agree upon pricing which represents an additional discount for that Participating Entity only.

7. Termination: Unless otherwise stated, this Master Agreement may be terminated by either party upon 60 days written notice prior to the effective date of the termination. Termination may be in whole or in part. Any termination under this provision shall not affect the rights and obligations attending Order Forms executed prior to termination, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for Services, data ownership, Contractor obligations regarding Customer Data, rights attending default in performance an applicable Service Level of Agreement

in association with any Order Form, Contractor obligations under Termination and Suspension of Service, and any responsibilities arising out of a Security Breach. Termination of the Master Agreement due to Contractor default is governed by Section 10 of this Master Agreement.

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8. Confidentiality.

- a. **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.
- b. **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.
- c. **Compelled Disclosure.** The Lead State and most Participating Entities are subject to public records laws. 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. Because public records laws and exemptions vary from state to state, Contractor and Participating Entities may agree upon processes that will be followed if the Participating Entity receives a public records act request for the Contractor's Confidential Information. The parties acknowledge that this Master Agreement and later participating addenda are not confidential information, and will be disclosed even without a formal public records act request. This Master Agreement and participating addenda may be public published on the NASPO ValuePoint website, on websites maintained by participating states, etc.
- d. **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 seek injunctive relief to enjoin such acts, in addition to any other legal remedies that may be available.
- e. **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.
- f. **Purchasing Entity Law.** These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. **Right to Publish:** Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement, including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of

broadcast e-mails pertaining to this Master Agreement or any Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

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The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

Contractor may orally refer to this Master Agreement, and the potential work and activities covered by this Master Agreement, and may orally reference the Lead State or a Participating Entity as a customer in sales presentations and activities..

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the Solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the non-defaulting party shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which the defaulting party shall have an opportunity to cure the default. However, the Lead State shall not be required to provide advance written notice or a cure period for defaults under Section 10(a)(3) or (4). Time allowed for cure shall not diminish or eliminate liability for damages.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Suspend Contractor from being able to respond to future bid solicitations; and
- (4)) Suspend Contractor's performance; and
- (5) Withhold payment until the default is remedied.

d. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code, the MSA, Participating Addendum, Order Form, Security Exhibit,

SLA, or Data Processing Exhibit.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's contract manager, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in contract manager, as identified in the Contractor's proposal. The Contractor agrees to propose a contract manager having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

12. Force Majeure: Neither party shall be in default by reason of any failure in performance of this Contract due to causes beyond their reasonable control. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of terrorism, failure of internet service without fault or negligence of the party seeking relief under this clause, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

13. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, and the Lead State, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any dispute between the Contractor and a Participating Entity or Purchasing Entity. The foregoing indemnification does not apply to the Lead State for any dispute that exists between Contractor and the Lead State related to the Lead State's own purchase of Contractor's offerings.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, and the Lead State along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Service or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not apply to the extent that claims arise from:

(a) modification of the Service by Participating Entity, Purchasing Entity, its Employees, or Authorized Parties in conflict with their obligations as set forth in the MSA or as a result of any prohibited activity as set forth in the MSA;

(b) use of the Service in a manner inconsistent with the Documentation; or

(c) use of the Service in combination with any other product or service not provided by Contractor; or

(d) use of the Service in a manner not otherwise contemplated by the MSA or Documentation; or

(e) for consulting deliverables only, modification of the deliverable by any party other than the Contractor; or

(f) for consulting deliverables only, from data or use of specifications provided by any party other than the Contractor.

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c. The indemnifications in this section are contingent upon the indemnified party: (a) promptly giving written notice of the claim to Contractor; (b) giving Contractor sole control of the defense and settlement of the Claim (provided that Contractor may not settle any claim unless it unconditionally releases the indemnified party of all liability); and (c) provides to Contractor, at Contractor's cost, all reasonable assistance. Should there be a delay in providing the written notice, Contractor's obligation to indemnify shall be reduced only to the extent that it was prejudiced by such delay.

Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

14. Independent Contractor: The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

15. Individual Customers: Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence or claims made basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

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.

(3) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate.

(4) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(5) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of \$1,000,000 each claim and \$1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies.

d. Prior to commencement of performance, Contractor shall provide to the Lead State 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. Contractor 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.

e. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: The Service is warranted to comply with laws as stated in Section 6.1 of the MSA. Each party will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** The Service does not include compliance services or legal advice and is warranted only as set forth in Section 6.

18. No Waiver of Sovereign Immunity: In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent

Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

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19. Ordering

- a. To the extent that the technology Contractor normally uses to generate such documents allows it, the Master Agreement and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. This Master Agreement permits Purchasing Entities to define project-specific requirements and informally compete the requirement among other firms having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which firms should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin providing Services without an ordering document compliant with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The Services being delivered;
 - (2) the time period for the Services delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per unit or other pricing elements consistent with this Master Agreement and the Contractor's proposal;
 - (6) ; and
 - (7) The Master Agreement identifier and the Participating State contract identifier.
- g. Orders must be placed pursuant to this Master Agreement prior to the termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after their current applicable fiscal years are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

h. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination, including the provision of any transition period which is ordered as described in the MSA. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement. Notwithstanding the foregoing, if this Master Agreement has been terminated, Purchasing Entity and Contractor may enter into their own separate arrangement so that Purchasing Entity can continue to receive Services from Contractor.

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office².

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

² Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise- wide responsibility for the leadership and management of information technology resources of a state.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

21. Payment: Unless otherwise stipulated in the Participating Addendum, Payment is normally made within 30 days following the date of a correct invoice is received. Purchasing Entities reserve the right to withhold payment of a portion (including all if applicable) of disputed amount of an invoice. The Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail or electronic payment.

22. Data Access Controls: As specified in more detail in the MSA and its exhibits, Contractor will not use Customer Data except to provide the Service, or to prevent or address service or technical problems, verify Service Improvements and will utilize security protocols that restrict its access to Customer Data to those employees who are under nondisclosure obligation and have a need for such access to carry out the duties in this section. Purchasing Entities are responsible for setting access control for their users who have been issued login credentials.

23. Operations Management: As set forth in more detail in the Master Subscription Agreement Sections 5.1 and 6.1, Contractor shall not materially decrease functionality of the Service or materially decrease the overall security it provides for Customer Data,

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. **Audit Financial Billing.** During the Term of this Agreement but not more frequently than once

per year, Contractor shall make available to the Lead State, a Participating Entity, a Purchasing Entity, and the federal government (including its grant awarding entities and the U.S. Comptroller General) and any government auditing group with oversight over the foregoing entities, or their chosen independent third party auditor, for examination only those financial books, records, and files of Contractor that are necessary to verify Contractor's charges for the Service provided under any Participating Addendum issued hereunder. Contractor shall maintain complete and accurate records as is reasonably necessary to substantiate such charges. The entity requesting the audit shall provide Contractor with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Contractor's business operations. The auditing entity will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Contractor's operations or third party hosting facilities, disclosure of any confidential information of any other Contractor customer, or Contractor's payroll records or other financial records not related to Service fees invoiced under this Agreement. If the audit reveals overcharges, Contractor shall make a prompt refund of the overcharges.

b. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations.

- 26. Administrative Fees:** The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on payments received for sales of the Services during the prior quarter. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

27. Reserved

28. Reserved

- 29. Warranty:** Contractor warrants that it has the authority to enter into this Agreement. Contractor's MSA and PSA contain additional warranties that are provided to Purchasing Entities.

30. Transition Assistance: See MSA section 9.5.

- 31. Waiver of Breach:** Failure of the Lead State, Participating Entity, Contractor, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, Contractor, or Purchasing Entity must be in writing. Waiver by the Lead State, Contractor, or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by

Contractor or Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a ~~waiver of any subsequent~~ default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. Upon request by a Purchasing Entity, this certification will be included on any Order.

33. Performance and Payment Time Frames that Exceed Contract Duration: All maintenance or other agreements for services entered into during the duration of an SLA and whose performance and payment time frames extend beyond the duration of this Master Agreement shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No new leases, maintenance or other agreements for services may be executed after the Master Agreement has expired. For the purposes of this section, renewals of maintenance, subscriptions, SaaS subscriptions and agreements, and other service agreements, shall not be considered as "new."

34. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court (and associated appellate courts) for (in decreasing order of priority): the Lead State for claims relating to the contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. No Guarantee of Service Volumes: The Contractor acknowledges and agrees that the Lead State and NASPO ValuePoint makes no representation, warranty or condition as to the nature, timing, quality, quantity or volume of business for the Services or any other products and services that the Contractor may realize from this Master

Agreement, or the compensation that may be earned by the Contractor by offering the Services. The Contractor acknowledges and agrees that it has conducted its own due diligence prior to entering into this Master Agreement as to all the foregoing matters.

- 36. NASPO ValuePoint eMarket Center:** In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.

At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

- 37. Contract Provisions for Orders Utilizing Federal Funds:** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

- 38. Government Support:** No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entities, other than payment, are required under the Master Agreement.

- 39. NASPO ValuePoint Summary and Detailed Usage Reports:** In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation.

Reports are due on a quarterly basis and must be received by the NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

40. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") that are not part of a Participating Addendum provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software as a Service

The following table is a cross-reference between the Workday MSA which is an Exhibit to the Master Agreement and the customary Exhibit 1 to the Master Agreement. The table is not a contractual obligation of either party but is provided as a convenient reference for contract administrators.

Master Agreement Exhibit 1 Clause	Workday MSA Clause	Comments
1. Data Ownership	3.4 for Customer Data ownership, 1.1 for Workday's limited right to use Customer Data	Limited exception to confidentiality to allow for compelled production of information is in the Master Agreement, Section 8 (c)
2. Data Protection	5.1 for core security obligations, 3.4 for ownership of Customer Data, 1.1 for Workday's limited right to use Customer Data	The Security Exhibit and Data Processing Exhibit also contain details about security and are incorporated by reference in MSA 5.1
3. Data Location	5.1 incorporates Data Processing Exhibit by reference, Data Processing Exhibit limits data centers to US locations	The Security Exhibit and Data Processing Exhibit also contain details about security and are incorporated by reference in MSA 5.1. Workday uses a follow the sun support model and information about its outside-the-US support centers is found in the Data Processing Exhibit.
4. Security Incident or Breach Notification	MSA 5.2	
5. Personal Data Breach Responsibilities	MSA 5.2 for any data breach; 5.3 for certain data breaches exposing personally identifiable information	
6. Notification of Legal Requests	In Master Agreement	Limited exception to confidentiality to allow for compelled production of information is in the Master Agreement, Section 8 (c)
7. Termination and Suspension of Service	2.4 for suspension following extended nonpayment; 9.2 for breach or insolvency-type events; 9.4 for data retrieval and deletion; 9.5 for possible extension and post termination assistance	
8. Background Checks	10.10	
9. Access to Security Logs and Reports	5.1 for audit report access	In addition, customers have access through the Product, to certain security logs
10. Contract Audits	5.1 for audit report access	Master Agreement has a financial audit right to confirm correct charges at Section 25.
11. Data Center Audits	5.1 for audit report access	An additional fee bearing Customer

		Audit Program described in the Data Processing Exhibit is available.
12. Change Control and Advance Notice	SLA	
13. System Security Plans	Security Exhibit	
14. Nondisclosure and Separation of Duties	Security Exhibit and Data Processing Exhibit	
15. Import and Export of Data	6.1	This is a functionality requirement and is covered by the warranty to Documentation.
16. Responsibilities and Uptime Guarantee	SLA and SLA Service Credit Exhibit to MSA	
17. Subcontractor Disclosure	NA	Not disclosed for security reasons. Data Processing Exhibit includes restrictions that Workday must impose on subcontractors for certain types of roles
18. Right to Remove Individuals	NA	Workday does not offer this right. Unless a customer has purchased premium customer success management, there are no specific individuals assigned to a customer's account.
19. Business Continuity and Disaster Recovery:	Security Exhibit Section 5	
20. Compliance with Accessibility Standards:	MSA 6.1	Workday publishes a document titled <i>Accessibility in Workday Applications</i> which identifies compliance with 508 and international standards and that is considered part of the Documentation and accordingly, the warranty to documentation.
21. Web Services	NA	This appears to be an incorrect description of functionality.
22. Encryption of Data at Rest	Security Exhibit in Section 8.	
23. Subscription Terms	3.2	
24. No click-through Term	10.11 First sentence	In addition, the Master Agreement, Section 40, prohibits click-throughs through an exclusion of other terms.



ATTACHMENT B: MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement applies to the NASPO ValuePoint Master Agreement and is binding upon any Purchasing Entity ("Customer") purchases under an authorized Participating Addendum with Workday, Inc. ("Workday"), effective as of the Effective Date of that Participating Addendum.

1. Provision of Service.

1.1 Workday Obligations. During the Term of this Agreement, Workday shall: (i) make the Service and improvements available to Customer in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement; (ii) 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 (iii) 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"). 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 and 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. Unless the Participating Agreement specifies a different time, 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 and 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", 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 Overdue Payments. Unless the Participating Agreement specifies a different amount, any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.4 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.

2.5 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.* Subscription Services Fees and all other fees invoiced pursuant to this Agreement do not include in its price 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



ATTACHMENT B: MASTER SUBSCRIPTION AGREEMENT

"Transaction Taxes"). Subscription Service Fees and all other 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 imposed on the Service or any other services provided under this Agreement. 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 which will be used as the ship-to address on the Order Form, 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 (for itself 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 its 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. Reserved.

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



ATTACHMENT B: MASTER SUBSCRIPTION AGREEMENT

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 promptly notify the other party, unless legally prohibited from doing so, within forty-eight hours or any shorter period as may be required by Law. Additionally, each party will reasonably assist the other party in mitigating any potential damage. 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 that is not clearly attributable to Customer or its Authorized Parties, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer.

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

6. Warranties and 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. The Documentation includes Workday's *Accessibility in Workday Applications* document, which summarizes the Service's compliance with the regulations promulgated under Section 508 of the U.S. Rehabilitation Act and is updated on a periodic basis to reflect updates in the Service. The Service is accessed via the Internet and Customer is responsible for providing any adaptive technology needed by Authorized Users to utilize the Internet.

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



ATTACHMENT B: MASTER SUBSCRIPTION AGREEMENT

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. See Attachment A, Section 13.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iii) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 5.3; (iv) BODILY INJURY OR DEATH OR (v) CUSTOMER'S PAYMENT OBLIGATIONS,

(a) IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S AFFILIATES' OR THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT 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 OR PAYABLE FOR THE FIRST TWELVE (12) MONTH PERIOD).

(b) WORKDAY'S AGGREGATE LIABILITY FOR ITS BREACH OF THIS AGREEMENT (INCLUDING THE DATA PROCESSING EXHIBIT) RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, OR BREACH OF ITS SECURITY, PRIVACY AND/OR CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWENTY-FOUR (24) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE SECOND ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID OR PAYABLE FOR THE FIRST TWENTY-FOUR (24) 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 OBLIGATIONS SET FORTH IN THIS



ATTACHMENT B: MASTER SUBSCRIPTION AGREEMENT

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 and Termination. In addition to the termination provision from Attachment A section 7, the following termination provisions shall apply to this Agreement:

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 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.

9.4 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.

9.5 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 for the Service during calendar period of the Transition Period if the Order Form has fees for such calendar period, and for any portion of the Transition Period not covered by pre-negotiated fees on the Order Form, based upon the annual fees for 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.



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9.6 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 "Workday Obligations"; (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.

10.2 Insurance. See Attachment A section 16.

10.3 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. 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. 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 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.

10.8 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.



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10.9 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.

10.10 Unless prohibited by law, Workday agrees to conduct (or have previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Data. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under this Agreement on behalf of Workday to be assigned to have access to Customer Data whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

10.11 Miscellaneous. 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.

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.

"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 Administrator Guide for the Service (formerly known as the User Guide), which may be updated by Workday from time to time.



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"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 Order Form defines how the Employee count is calculated for subscription fee purposes.

"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.

"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 Workday Production Support and Service Level Availability Policy.

"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).

"Tenant Base Name" is a naming convention that will be used in all of the tenant URLs provided by Workday, as specified in Customer's initial Order Form subscribing to the Service, and which shall remain constant throughout the Term.

"Term" has the meaning set forth in Section 9.1.



ATTACHMENT B: 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.



«APTS Agreement FF Agreement Number» -

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ORDER FORM #
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")
Lifecycle Deployment Program – Education & Government

Customer Name	
MSA Effective Date	
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	
Order Term in Months	
Currency	
Total Subscription Fee	

SKU	Service	Permitted FSE Workers

Annual Subscription Fees for Additional FSE Worker by SKU	

Translations	Number of Languages
Number of Translations	

Number of Named Support Contacts	«aps_agreement_aps_number_of_named_supp
---	---

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

This Order Form is only valid and binding on the parties when executed by both parties. This Order Form is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. Customer is purchasing the Service that is currently available. High level descriptions of the Workday Service SKUs are found on Addendum B attached hereto. The Service is further described in the Documentation. With this subscription to Lifecycle Deployment Program Service SKUs, Customer will receive the LDP deployment assistance as described in Addendum C and subject to the terms therein.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date.



ADDENDUM A ADDITIONAL ORDER FORM TERMS

1. General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the "Agreement"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to "Annual" or "Year" in this Order Form mean the consecutive 12-month period during the Order Term. The "Service" licensed to Customer hereunder is limited to that listed on the Order Form and the number of Employees shown. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Employees. The Service is provided in U.S. English. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in this Order Form to the extent Workday has translated portions of the Service into other languages (*if and when available*), and the same languages must be used for all Service applications subscribed to. The rights for the number of Employees set forth on this Order Form cannot be decreased during the Order Term. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation. LDPUSP is limited to use in the United States. LDPCP is limited to use in Canada. LDPCCB is limited to use in the United States and Canada. LDPUKP is limited to use in the United Kingdom. LDPFP (*if and when available*) is limited for use in France.

2. FSE Workers and Growth. The maximum number of Full-Service Equivalent Workers ("FSE Workers") for which the Service may be used by Customer and which are included in the Subscription Fee is as set forth in this Order Form. The number of FSE Workers is calculated by first multiplying the number of workers in each category of workers by the applicable percentage rate specified below and then adding the resulting numbers for each category of worker together for a total sum.

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.

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



Information related to former employees, consultants, independent contractors and retirees in the form of static, historical records may be maintained in the Service but shall be excluded from the calculation of FSE Workers unless self-service access to the record through the Service is provided to the individual.

Customer may increase the permitted number of FSE Workers during the Order Term (each an "Additional FSE Worker") by providing written notice to Workday and paying Workday a Subscription Fee for Additional FSE Workers for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31st each year, Customer must report to Workday the actual number of FSE Workers as of October 15th and specify the number in each worker category. If the actual number of FSE Workers is higher than the number of permitted FSE Workers stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FSE Workers for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FSE Workers is calculated by multiplying the increase in the number of FSE Workers for each particular Service category by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FSE Workers falls below the stated number of permitted FSE Workers. Subscription Fees for Additional FSE Workers are due within thirty (30) days of the invoice date. An Order Form will be required for FSE Worker increases.

3. Renewal.

By providing written notice to Workday prior to the end of the Order Term, Customer may elect to continue use of the Service by renewing this Order Form for a single three-year renewal term beginning at the end of the Order Term ("Renewal Term") at the stated rate(s):

Annual period beginning at the end of the Order Term (each a Renewal Year)	Applicable Annual Renewal Subscription Fees (based on an increase of 5% plus CPI per year)
Renewal Year 1	Base Subscription Fee x (1.05 + CPI)
Renewal Year 2	Renewal Year 1 Subscription Fee x (1.05 + CPI)
Renewal Year 3	Renewal Year 2 Subscription Fee x (1.05 + CPI)

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated is the total Subscription Fee for the Order Term divided by the number of full months in the Order Term multiplied by 12. The Base Subscription Fee covers only the number of FSE Workers in the Permitted Baseline FSE Worker Count set forth on this Order Form. In addition to the Annual Renewal Subscription Fees, Customer will pay any applicable Subscription Fees for Additional FSE Workers for each Renewal Year based on the New Permitted FSE Workers as of the FSE Count Date just prior to the start of the applicable Renewal Term. For the Renewal Term, the Subscription Fee per Additional FSE Worker rate will be the average of the increased annual rate for the Renewal Years (reflecting the same percentage rate that the annual Subscription Fee increased from the Base Subscription Fee for the corresponding Renewal Year as shown in the table above but taken as an average to be applicable for the entire Renewal Term). Fees for each Renewal Year are due by the first day of the corresponding Renewal Year. Renewals will be documented with a new Order Form.

"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.

4. **Service Credits.** Workday will provide SLA Service Credits as set forth in the Agreement.



«APTS Agreement FF Agreement Number» -

Adobe Sign Transaction Number: CBJCHBCAABAawAJgqvxEa1WsoSMXA6nEFwgqQ2d

ADDENDUM B
Workday SERVICE SKU Descriptions

Workday's then-current descriptions for the SKUs go here



ADDENDUM C LIFECYCLE DEPLOYMENT PROGRAM TERMS

Unless otherwise defined herein, capitalized terms used in this addendum have the same meaning as set forth in the MSA, including the data processing terms therein. This Addendum defines the additional activities and applicable terms and conditions for the Lifecycle Deployment Program ("LDP") that are provided by Workday at no additional charge. These LDP deployment assistance activities as further defined below (herein "LDP Activities") are not available separate from the subscription to the SKUs on this Order Form and may not be available for all Service SKUs.

1. LDP Activities

Lifecycle Deployment Program Description. The following Workday assistance activities are not software-as-a-service applications; accordingly they are not part of the Service.

Scope review and confirmation with Customer;

Customer orientation to LDP process;

Initial Tenant assembly based upon preliminary Customer-provided configuration input;

Support of Customer's data validation efforts (Customer is responsible for all data validation activities);

Support of Customer's initial data load;

Confirmation of data in initial Tenant configuration;

Initial Tenant configuration adjustment (limited to originally confirmed scope and data);

Initial Tenant readiness check; and

Transition to professional services provider if Workday is not providing implementation services.

2. General Terms and Conditions Applicable to LDP

Customer will assign a project sponsor independent of project management to resolve issues impacting the LDP project. All Customer project resources will be clearly identified at the scope review and confirmation session. Customer understands that the initial configuration of the Tenant through use of LDP Activities will be aligned to the Customer-provided configuration input. All content provided through such process is the sole responsibility of Customer. Customer is responsible for correcting data issues and Tenant assembly errors due to erroneous or incomplete data submitted by Customer through the Workday conversion framework. Customer is solely responsible for i) gathering data; ii) ensuring data is cleaned, de-duplicated, and validated; iii) providing data through the Workday conversion framework; iv) correcting data inaccuracies; and v) ensuring that all security settings and security configuration are accurate. The warranty to Documentation set forth in the MSA applies to the Service and is not applicable to the LDP Activities. Instead, Workday warrants that its provision of the LDP Activities will be in a professional and workmanlike manner, carried out with reasonable skill and care. In the event of a breach of this warranty, Customer's sole and exclusive remedy will be Workday's re-performance of the non-conforming work at no additional charge to Customer. Customer Data will receive the protections identified in the MSA. LDP Data disclosed by Customer during the LDP Activities will be treated by Workday as Customer Confidential Information and will be protected as such in accordance with the MSA. In addition, the attached LDP Security Exhibit will apply to the relevant LDP Activities. If Workday provides Customer with any access to software as part of the LDP Activities, the right to use such software shall be in accordance with the grant of rights to use the Service, and such software may only be used in conjunction with Customer's authorized use of the Service. Either party's breach of this Addendum shall be subject to the aggregate liability limits and exclusions as set forth in the MSA.

3. Processing of Personal Data

Workday and, if applicable, its Affiliates when providing LDP Activities to Customer and its Affiliates shall Process Personal Data in accordance with the data processing terms forming part of the MSA, subject to the following Customer instructions to Workday:

- A. Workday shall only Process Personal Data in accordance with the MSA and this addendum, including the additional data processing terms referenced in the MSA. Customer hereby instructs Workday to Process or access the Personal Data if and only to the extent necessary to provide LDP Activities to Customer and its Affiliates and only for such other purposes instructed by Customer (provided that where such instructions



relate to an Affiliate, such instructions will be agreed between Customer and Affiliate) and otherwise in a manner consistent with this addendum.

- B. Both parties agree that in the event Workday is instructed or otherwise required to perform services that are not expressly required by the terms of this addendum and/or the MSA between Customer and Workday ("Extra-Contractual Services"), Workday will only be obligated to provide the Extra-Contractual Services if Customer agrees to pay a reasonable additional fee, to be mutually agreed upon by the parties. If the parties cannot agree on a reasonable additional fee, then Workday is not obligated to perform the Extra-Contractual Services.
- C. Workday shall only access Personal Data as specified in the data processing terms of the MSA and from a country where Customer and/or its Affiliates are located ("Authorized Regions").
- D. Subject to the Customer's prior written consent or request, Workday will delete the Personal Data by deletion of Customer's Personal Data on the SFTP server; provided, however, that Workday will not be required to remove copies of the Personal 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 Personal Data in accordance with this addendum.
- E. References to the Security Exhibit or security procedures or technical and organizational measures in place to protect Personal Data as set forth in the data processing terms referenced in the MSA, as relates to the LDP Activities will be deemed to be references to the LDP Security Exhibit attached hereto.
- F. Notwithstanding anything to the contrary in the MSA or other applicable terms, the following definitions will apply as relates to the LDP Activities and this addendum:

"LDP Data" shall mean the data provided by Customer to Workday for the purpose of being input into the Service in connection with the LDP Activities described in this addendum.

"Personal Data" shall have the same meaning as in the MSA plus, for the purposes of Addendum C, any information that is related to an identified or identifiable individual and that has been provided by Customer or its Affiliates as LDP Data to enable Workday to Process the data on its behalf.



120172

Adobe Sign Transaction Number: CBJCHBCAABAAwAJgqvxEa1WsoSMXA5nEFwgqO2d

ORDER FORM # 120172
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name	
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures below
Currency	USD
Total Training Fees	

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	
2	Due on first anniversary of the Order Term Start Date	
3	Due on second anniversary of the Order Term Start Date	
	Total Subscription Fees	

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	550		

SKU	Training Offering	Annual Rate	Years	Quantity	LOD Fees for Order Term
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Total LOD Fees for Order Term**LOD Order Term:**

SKU	Training Offering	Total Number of FSE Workers	AK Fees for Order Term
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AK Adoption Kit

AK Order Term:

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



120172

Adobe Sign Transaction Number: CBJCHBCAABAawAJgqvxEa1WsoSMXA8nEFwgqO2d

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the "**Order Effective Date**", defined above.

Customer

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



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. 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.

3. 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.

4. 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



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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.

5. 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.



ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**" or "**PSA**"), applies to the NASPO ValuePoint Master Agreement AR2507 and is binding upon any Purchasing Entity ("**Customer**") who purchases off a valid Participating Addendum with Workday, Inc. ("**Workday**") and orders Professional Services from Workday effective as of the Effective Date of that Participating Agreement.

1. Professional Services to be provided by Workday. Workday shall perform the services ("Professional Services") in the form, type and manner provided in one or more statements of work that refer to this Agreement and upon execution by the parties are made a part hereof (each a "Statement of Work" or "SOW").

2. Fees and Expenses.

2.1 Invoices & Payment. Customer shall pay Workday Professional Services Fees at the rates set forth in the applicable Statement of Work. Such rates shall not exceed those on Attachment E. Professional Services 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. Unless the Participating Agreement specifies a different time, 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 Expenses. Customer shall reimburse Workday for all reasonable and necessary travel and living expenses incurred by Workday in the performance of the Professional Services under this Agreement. Except as may be provided otherwise in the Participating Addendum, such expenses shall not include any markup or processing fee and shall be incurred in accordance with the rules and per diem rates found in the GSA Federal Travel Regulation located at <https://www.gsa.gov/portal/category/100120>. The parties recognize that Workday may not qualify for GSA-negotiated lodging rates. Accordingly, in circumstances where lodging is not available to Workday at GSA-negotiated rates, the Purchasing Entity and Workday will work together in good faith to agree upon alternative maximum lodging rates. For clarity, use of GSA airfare rates is not required because they are not available to Workday. For larger engagements, the Statement of Work may include measures agreed upon by the parties to minimize travel-related expenses. Upon Customer's written request, Workday will submit supporting expense documentation and copies of receipts to Customer for expenses over Twenty-Five United States Dollars (\$25).

2.3 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Infringement", or under the applicable Statement of Work, all payment obligations for Professional Services actually provided to Customer under any and all Statements of Work are non-cancelable and amounts paid are non-refundable.

2.4 Overdue Payments. Unless the Participating Agreement specifies a different amount, any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.5 Possible Suspension of Professional Services. If Customer's account is more than thirty (30) days overdue (except with respect to charges then under 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 cease providing Professional Services to Customer, without liability to Customer, until such amounts are paid in full.

2.6 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.* Subscription Services Fees and all other fees invoiced pursuant to this Agreement do not include in its price 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"),

**ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT**

consumption taxes or similar taxes (collectively defined as "Transaction Taxes"). Subscription Service Fees and all other 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 imposed on the Service or any other services provided under this Agreement. 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 which will be used as the ship-to address on the Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Ownership.

3.1 Workday Ownership. All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing Professional Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "Workday Intellectual Property") vests in Workday. Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein.

3.2 License to the Workday Intellectual Property. Subject to Section 3.1 above, Workday grants to Customer a royalty-free, nontransferable and nonassignable term license to access and to use the Workday Intellectual Property that Workday incorporates into a Deliverable provided to Customer hereunder. Customer may only use the Deliverables in connection with its authorized use of the Workday Service, as such is defined pursuant to the separate and independent Master Subscription Agreement between the parties and only during the Term set forth therein.

3.3 Customer Ownership. All Customer Confidential Information, and all PII supplied by or PII input by Customer or Customer authorized third parties, shall be, and remain, the property of Customer. Subject to Workday's underlying Intellectual Property Rights, all right, title and interest in any Custom Integration developed solely by Customer shall vest in Customer. 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 Custom Integration should Workday create any similar integration independently.

4. Insurance. See Attachment A, Section 16.

5. Protection of Professional Services Data. With respect to Professional Services Data, Workday shall utilize the measures described in the Professional Services Security Exhibit.

5.1 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of PII is caused by Workday's breach of 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 Professional Services Data Security Breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose PII may have been accessed or acquired, (c) providing credit monitoring service to individuals whose PII 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 PII 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 RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS

**ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT****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 (i) it shall perform the obligations described in each Statement of Work in a professional and workmanlike manner.; (ii) to the best of Workday's knowledge, the Deliverable(s) does not contain any Malicious Code; and (iii) Workday will not knowingly introduce any Malicious Code into the Deliverable(s).

6.2 Warranty Remedies. In the event of a breach of the foregoing warranty, set forth in Section 6.1 (i), (ii) and (iii), Workday shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to the Customer or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer prorated amounts paid for the defective Professional Service or Deliverable. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days after the first date the deficiency is identified by Customer. 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 for Cause."

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 PROFESSIONAL SERVICES AND/OR RELATED DELIVERABLES. WORKDAY DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES AND/OR DELIVERABLES 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 PROFESSIONAL SERVICES AND DELIVERABLES.

7. Infringement Indemnification. See Attachment A, Section 13.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iii) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 5.1; (iv) BODILY INJURY OR DEATH OR (v) CUSTOMER'S PAYMENT OBLIGATIONS, EITHER PARTY'S MAXIMUM LIABILITY FOR ANY ACTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT, ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE SPECIFIC STATEMENT OF WORK. THE PROFESSIONAL SERVICES PROVIDED BY WORKDAY ARE ADVISORY ONLY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED.

8.2 EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY WORKDAY PURSUANT TO A COURT AWARD 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 DATA OR USE, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PROFESSIONAL SERVICES, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR CONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN A SOW ARE EXCLUDED AS WORKDAY'S LOST PROFITS.



ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT

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 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) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH; (ii) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEYS' FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH.

9. Term & Termination. In addition to the termination provision from Attachment A section 7, the following termination provisions shall apply to this Agreement.

9.1 Term. The term of this Agreement shall commence on the Effective Date hereof and end upon termination in accordance herewith.

9.2 Termination by Customer. Except as set forth in a Statement of Work, Customer may terminate any Statement of Work at any time by giving Workday fifteen (15) days prior written notice of termination.

9.3 Termination by Workday. Except as set forth in a Statement of Work, Workday may terminate any Statement of Work by giving Customer fifteen (15) days prior written notice in the event: (i) Customer repeatedly fails to perform its obligations under this Agreement or a Statement of Work resulting in the inability of Workday to meet its obligations and time frame commitments, or (ii) it is determined that the information provided by Customer, or lack thereof, to Workday during the discovery stage is materially inaccurate.

9.4 Termination for Cause. Either party may terminate this Agreement or any Statement of Work for cause: (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.

9.5 Effect of Termination. In the event that this Agreement is terminated, Workday shall immediately cease performance of all Professional Services and Customer shall pay Workday within thirty (30) days after the date of termination for all Professional Services performed by Workday and travel & living expenses incurred up to the cessation of such Professional Services.

9.6 Surviving Provisions. All provisions of this Agreement shall survive any termination or expiration of this Agreement, except for: section 1, and section 3.2, and the SOW's shall have no further force or effect.

10. Workday Roles. Each Workday team member's involvement will vary by task as defined in the project plan for each Statement of Work. Each Statement of Work will define the resource level and rates relevant to the work efforts defined in the Statement of Work. The Workday team listing does not preclude other Workday personnel from being involved in a project described in a Statement of Work, nor does it assure involvement of all those listed.

11. Change Order Process. During a project in a Statement of Work, new information may surface that may necessitate a change in business requirements resulting in a change in project scope and, therefore, changes in the estimated level of effort, project timeline, or Workday Service features. Upon Customer's request, such changes, and the associated fees for additional Professional Services to be provided, will be described in a document (a "Change Order"). Due to the complexity of some project Change Orders, Workday may bill the Customer for the time required to scope and estimate the requested change. Workday will advise Customer of the cost estimate if such a charge will apply. A completed Change Order includes the requested change, the impact on the current engagement under the applicable Statement of Work, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval. Proposed Change

**ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT**

Orders will remain valid for a period of ten (10) business days from the date of submission. If Customer does not approve the Change Order within the ten (10) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval, Workday will begin performing the Professional Services described in the Change Order according to the agreed-upon schedule under the applicable Statement of Work as may be modified by the Change Order.

12. General.

12.1 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.

12.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be addressed to Customer's signatory of this Agreement.

12.3 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.

12.4 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). 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.

12.5 Reserved .**12.6 Reserved**

12.7 Use of Subcontractors. In the course of providing the Professional Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to third parties ("Subcontractors"). In such instances, Customer agrees that Workday may provide information Workday receives in connection with this Agreement to the applicable Subcontractors for the purpose of the Professional Services and related administration. In addition, excluding claims for bodily injury or death of any person or damage to real and/or tangible personal property caused by recklessness and/or willful misconduct, Customer agrees not to bring or enforce a claim of any nature relating to this Agreement or any of the Professional Services or Deliverables against any Workday Subcontractor, nor any partner, principal or personnel of such Workday Subcontractor.

12.8 Miscellaneous. 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.



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13. Definitions.

“Configured Integration” means any standard Workday-supported integration or interface between third party applications or service providers and the Workday Service, which are subscribed to by Customer as part of the Workday Service. Configured Integrations are part of the Workday Service and, as such, are provided with ongoing support by Workday in accordance with Workday’s then-current Production Support and Service Level Availability Policy.

“Custom Integration” means any integration or interface between third party applications or service providers and the Workday Service that are developed either (i) by Customer, (ii) by a partner or third party acting on Customer’s behalf pursuant to a separate and independently executed third party agreement, or (iii) by Workday pursuant to a Statement of Work. Custom Integrations are deployed, maintained and supported by Customer and are not part of the Workday Service.

“Deliverables” means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Professional Services for delivery to Customer.

“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.

“Laws” means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

“Personally Identifiable Information” or “PII” means any and all individually identifying information related to former, current or prospective employees, consultants, contingent workers, independent contractors or retirees of Customer that is accessed, disclosed, provided, obtained, created, generated, scanned, entered, collected or processed in connection with the Professional Services.

“Professional Services Fees” means all amounts invoiced and payable by Customer for Professional Services.”

“Workday Service” means Workday’s software-as-a-service applications provided to Customer pursuant to the separate and independent Master Subscription Agreement between the parties.

“Workday Web Services” are an industry-standard set of integration services that enable the exchange of data between the Workday Service and third-party systems used by Workday customers.

This Professional Services Security Exhibit sets forth the controls that Workday has in place to protect Professional Services Data that is provided to Workday.



ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT

Professional Services 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 Professional Services security program is designed to:

- Protect the confidentiality, integrity, and availability of 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 Professional Services Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Professional Services Data;
- Protect against accidental loss or destruction of, or damage to, 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 Workday's SFTP Server is 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 and 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 a Professional Services Data Security Breach. Such procedures include:



ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT

- a) Roles and responsibilities: formation of an internal incident response team with a response leader;
 - 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 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 performing periodic backups of Professional Services Data on Workday's SFTP server, if applicable, according to a defined schedule.
 - 6) Audit Controls – Hardware, software, and/or procedural mechanisms that record and examine activity in a Workday SFTP Server containing Professional Services Data, including appropriate logs and reports concerning these security requirements.
 - 7) Data Integrity – Policies and procedures to ensure the confidentiality, integrity, and availability of Professional Services Data and protect it from disclosure, improper alteration, or destruction.
 - 8) Storage and Transmission Security – Technical security measures to guard against unauthorized access to Professional Services Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any 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 Professional Services Data, taking into account available technology.
 - 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.
 - 12) Monitoring – Monitoring the Workday SFTP Server for any potential problems. Such monitoring includes:
 - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
 - b) Reviewing privileged access to Workday's SFTP Server; 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 promotion of changes into production;
 - 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 level security assessments on the SFTP Server. These assessments generally include testing, where applicable, for:
 - i) Services scanning
 - ii) Vulnerability scanning
 - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)



ATTACHMENT C: PROFESSIONAL SERVICES AGREEMENT

- 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 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 in providing the Professional Services:
- a) will be equipped with a minimum of AES 128 bit full hard disk drive encryption;
 - 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 Data” means data that is provided to Workday under a Professional Services engagement with Workday for the purpose of being input into the Workday Service.

“Professional Services Data Security Breach” means (i) any actual or reasonably suspected unauthorized use of, access to or disclosure of, Professional Services Data in that party's direct control or possession; provided that an incidental disclosure of Professional Services Data to an Authorized Party or Workday, or incidental access to Professional Services 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 “Professional Services Data 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 with respect to the Professional Services Data.

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



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**STATEMENT OF WORK # «APTS_Agreement_FF_Agreement_Number»
(DELIVERY ASSURANCE)**

Customer Name	
Workday Entity Name	
PSA Effective Date	
SOW Effective Date	
SOW Term	
Currency	
Total Estimated Consulting Fees	

SKU	Consulting Engagement Type	Standard Hourly Rate	Estimated Hours	Estimated Fees
DA				

The DA estimated hours are based on a scope limited to typical deployment activities for the following:

Service SKUs in Deployment Scope	
Number of Deployment Weeks	
Number of Countries in Scope for Absence	
Number of Performance Plans in Scope	
Number of Compensation Plans in Scope	
Number of Benefit Plans in Scope	
Number of Partner-Built Integrations in Scope	
Number of Partner-Built Studio Integrations in Scope	

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

This Statement of Work (this "SOW") is entered into as of the SOW Effective Date listed above and is governed by and made a part of the Professional Services Agreement ("PSA") between the Workday customer listed above and the Workday entity listed above ("Workday") (herein the "Agreement"). In the event of a conflict between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. This SOW is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced Agreement and in Addendum A attached hereto.

Fees and Payment. The fees for the reviews and guidance will be billed on a time and materials basis at the hourly rate set forth in this Statement of Work and invoiced each month along with the related expenses. Invoices are due in accordance with the PSA.

IN WITNESS WHEREOF, this SOW is entered into and becomes a binding part of the above-referenced Agreement as of the **SOW Effective Date**, defined above.

[signature block]



ADDENDUM A
ADDITIONAL SOW TERMS – DELIVERY ASSURANCE

Unless otherwise defined herein, capitalized terms used in this SOW have the same meaning as set forth in the Agreement. In the event of a conflict between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall prevail.

Description of Consulting Professional Services

A. Configuration Checkpoint Reviews (DA):

1. Configuration Prototype Tenant: This is a detailed review of the configuration of Customer's prototype tenant that will be used for system testing. Workday's Delivery Assurance team will review the configured application and document the findings for review by the Project Consultant, Project Manager, and Customer. Workday will utilize proprietary tools in the performance of these reviews wherever possible.
2. Pre-Production Tenant: This is a detailed review of the configuration of the Customer pre-production tenant that will be moved into Production. Workday's Delivery Assurance team will review the pre-production tenant and document the findings for review by the Project Consultant, Project Manager, and Customer. This review is conducted before the pre-production tenant is moved into Production. It serves as a final quality review of the tenant configuration. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

B. Integration Checkpoint Reviews (DA) for Partner-Built Integrations:

1. Architect Stage: For Partner-Built Integrations - Workday's Delivery Assurance team reviews the approach for all partner built integrations in scope and determines which integrations will require build reviews. The integration approach is then discussed in a meeting with the Project Manager, Project Consultants and Customer. The integration architect review occurs early in the project to ensure integrations are architected with best practices in mind. This includes activities such as reviewing the integration approach for functional use cases, data mapping, performance, and scalability. The review is performed prior to the build stage, although prototyping may occur during the architect stage. Workday will utilize proprietary tools in the performance of these reviews wherever possible.
2. Build Stage: Workday's Delivery Assurance team reviews the development of partner-built integrations identified in the Approach review as requiring a build review. The integration builds are then discussed in a consolidated meeting with the Project Manager, Project Consultants and Customer. The integration build review is a code and configuration review of integrations in scope for the build review and includes review of integration configurations such as attributes, maps, field overrides, and a code review for integrations such as Studio projects, XSLT for Enterprise Interface Builder. Workday will utilize proprietary tools in the performance of these reviews wherever possible.

C. Delivery Assurance Project Management Reviews (applicable only if DAPM SKU is listed on this SOW):

1. Plan Reviews: Workday's Delivery Assurance Manager will review the Project Initiation documents and Cutover Plan to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.
2. Periodic check-in calls: Workday's Delivery Assurance Manager will conduct scheduled calls to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities.
3. Operational Readiness Review: Workday's Delivery Assurance Manager will review the Operational Readiness Checklist completed by the customer and provide recommendations based upon Workday's standard deployment methodology.
4. Other Activities: Workday's Delivery Assurance Manager will participate in project activities such as steering committee meetings and additional project related activities, such as project status meetings, as needed. Participation estimates are based on the Workday Delivery Assurance Manager attending one steering committee meeting and a one-hour periodic project status meeting each month during the project.

D. Delivery Assurance Project Management Reviews (applicable only if under 3,500 employees and no FIN or PAY):



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1. Plan Reviews: Workday's Delivery Assurance Manager will review the Project Initiation documents to determine whether the defined scope, tasks, and timelines are reasonable and align to the Workday deployment methodology.
 2. DA Status Report: Monthly reports of DA status for project, product and integration reviews presented during a meeting that includes the Customer and Workday's Delivery Assurance Manager.
- E. Advisory Services (applicable only if ADV SKU is listed on this SOW):
1. Workday will provide the project team with general architect and configuration advice, typically during the Architect and Build stages of Customer's project.
 2. There are no deliverables associated with Advisory Services. All configuration and integration work must be managed and verified by Customer.

Conditions.

- A. Workday anticipates that the reviews included in this SOW will be performed 100% offsite. Any onsite work will be agreed to by both parties.
- B. Unless stated otherwise in the PSA or Participating Addendum, Customer will reimburse Workday for all project related travel and expenses according to Workday's travel and expense policy, which expenses are not included in the fees set forth above.
- C. Customer is responsible for the timely coordination of its internal resources as necessary. If Customer's responsibilities hereunder are delayed for any reason, Customer understands that Workday's ability to staff the project, to complete the project within the estimated number of hours and to meet date commitments, if applicable, could be at risk.
- D. The estimates are based on the deployment scope described in this SOW. Any changes to the scope may impact both the time required to complete the reviews and the total estimated fees.



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Statement of Work to Professional Services Agreement

Customer Name	
Workday Entity Name	Workday, Inc.
PSA Effective Date	
SOW Effective Date	The later of the dates beneath the parties' signatures below
Currency	USD
Project Name	

Customer Contact Information	Billing Contact	Project Contact
Contact Name		
Street Address		
City/Town, State/Region/County,		
Zip/Post Code, Country		
Phone/Fax #		
Email		

Primary Location for Onsite Work
Contact Name
Street Address
City/Town, State/Region/County,
Zip/Post Code, Country
Phone/Fax #
Email

This Statement of Work (this "SOW") is entered into as of the SOW Effective Date listed above and is governed by and made a part of the Professional Services Agreement between the Workday customer listed above ("Customer") and the **Workday** entity listed above ("Workday") (herein the "Agreement" or "PSA"). In the event of a conflict between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement.

1. General

This SOW details the Professional Services that Workday will perform for Customer for the deployment of the Workday Service including the Workday deliverables, project milestones, pricing, and payment schedules during the project. The Parties acknowledge that additional SOWs may be entered into between the Parties at such time as additional efforts are initiated. If Customer wishes to secure additional services to implement additional functionality not included in the scope of this SOW, Workday will provide a proposal for such services and develop a separate Statement of Work or change order subject to the Change Order Process defined in the Agreement. The Professional Services will be performed either at Customer location or within a Workday office. Workday anticipates that the majority of the work set forth under a Statement of Work will occur on Workday premises, unless otherwise mutually agreed upon by Customer and Workday.



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2. Workday Methodology and Project Scope

Workday follows the methodology described in Appendix A. The project scope has been defined as a result of several discussions with Customer and is detailed in the Workday scope section also included in Appendix A. Any feature or functionality not explicitly identified in the scope section is considered out of scope for this project.

3. Professional Services Hourly Rates

Professional Services provided under this SOW shall be based on the Hourly Rates found in Attachment E except as stated below:

4. Estimated Fees

Workday shall provide to Customer the Professional Services as set forth herein, on a time and materials basis on an hourly rate schedule as established in the Professional Services Rates section of this SOW. Customer shall pay fees in the currency indicated above and the currency outlined in this SOW supersedes any other currencies quoted. Customer shall pay to Workday the Professional Services fees and associated travel and living expenses incurred by Workday in connection with the provision of the Professional Services in accordance with the Workday provided invoice. Invoicing will occur on a monthly basis. Invoices are due in accordance with the PSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com. All change orders resulting in additional hours added to the project may be added into the next monthly invoice, as appropriate.

The estimated fees due Workday for the Professional Services under this SOW are set forth below. The parties agree that the compensation reflects a time and materials approach. Project related travel expenses are not included in the estimated fees.

During the course of completing the work outlined within this SOW, Workday will assign and staff available resources best suited to complete the activities and deliverables. Estimates provided in this SOW may vary slightly if the Professional Services Resource assigned to complete the work differs from what was originally anticipated.

	Plan	Architect	Configure and Prototype	Test and Parallel	Deploy	Post Production	Total	Standard Rate
Project Roles	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Project Director	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Delivery Assurance - Checkpoints	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Senior Principal Consultant	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Sr. Engagement Manager	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Engagement Manager	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Principal Consultant, Functional	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Principal Consultant, Integration Architect	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Principal Consultant, Integration Lead	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Senior Consultant, Functional	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Senior Consultant, Integrations	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Consultant, Data Conversion	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -
Associate Consultant, Functional	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Associate Consultant, Integrations	0.0	0.0	0.0	0.0	0.0	0.0	0.0	N/A
Associate Consultant, Testing Coordinator	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total Professional Services Hours	N/A	N/A	N/A	N/A	N/A	N/A	N/A	



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5. Issue Escalation

Issue escalation is jointly owned by Customer and Workday Project Managers. All project issues will be tracked within a consolidated risk and issues log, will be assigned a resolution owner and will include a due date for resolution. Those issues that cannot be rectified by the project team will be escalated. The Customer Project Manager is the escalation point for all employees of Customer assigned to the project. Workday's Engagement Manager is the escalation point for all employees of Workday assigned to the project. If the issue cannot be resolved by the Customer Project Manager and/or the Workday Engagement Manager the issue will be brought to the Steering Committee. The Steering Committee shall be responsible for ensuring the timely resolution of all issues. If follow up meetings are needed to drive to a resolution, those meetings will be scheduled outside of the Steering Committee meeting. The additional meeting(s) shall be focused on obtaining direction from the appropriate people within each organization. Once an issue resolution has been identified, the resolution shall be documented and will be included within the risk and issues log. All issues that have been escalated to the Steering Committee will have a status included in the next regularly scheduled meeting until resolution has been reviewed and approved by the Steering Committee.

If there is an issue involving either the Customer's Project Manager or Workday's Engagement Manager, the Steering Committee members will contact their peers to resolve issues.

6. Project Change Controls

Change is an inevitable part of a project but the parties shall work jointly to analyze each change for its impact on the project objectives and scope.

The purpose of a contract change management procedure is to manage change requests so that approved changes will be controlled, ensuring the project remains on schedule, within budget and provides the agreed deliverables.

The primary objectives of contract change management are to:

- manage each change request from initiation through to closure;
- process change requests based upon direction from the appropriate authority;
- communicate the impact of changes to appropriate personnel; and
- Allow small changes to be managed with a minimum of overhead.

The use of the formal contract change management procedure will be required when any changes are discovered or requested which impact previously reviewed, approved and published project deliverables and/or timelines.

The documentation and tracking of all change requests will be managed pursuant to the Change Order process defined in the Agreement.

A multi-tiered approach will be used to approve change requests:

- The Customer Project Manager will analyze and decide to proceed with changes if the changes do not impact scope, budget or schedule or result in an increase in risk for the project.
- Changes that do impact scope, budget or schedule will be forwarded to the Steering Committee for review.
- The Steering Committee will advise the Customer Executive Sponsor of any changes. The Customer Executive Sponsor will make the final decision of approving or rejecting any changes, based upon the information provided by the Project Manager and the input and recommendations of the Steering Committee.

The parties acknowledge and agree that the avoidance of project delays is material to Customer's use of Professional Services and Workday's ability to provide the Professional Services. In the event of any material project delay due to the fault of Customer, Workday, or causes not in the control of either party, the parties will attempt to mitigate the effects of such delay. Either party may convene a Steering Committee meeting to resolve such delays and to develop a mutually agreed solution. The Steering Committee will take into consideration the cause of the delay and negotiate in good faith. In the event that the Steering Committee determines there are project impacts including but not limited to changes in project scope, estimated level of effort, project timeline, project resource commitments, or estimated professional services fees and/or expenses, a mutually agreed upon change order will be entered into, pursuant to the Change Order Process defined in the Agreement.



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7. Expiration of Offer

The offer set forth in this SOW is valid only through _____, 201_ ("SOW Offer Expiration Date"), and in the event this Statement of Work is not executed by such date, the offer may be rescinded, in which case all terms are null and void, and neither party shall have any obligation in relation hereto.



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Agreement Signatures

The undersigned represent and warrant that they are authorized to bind their respective party to this SOW.

<CUSTOMER NAME>

WORKDAY, INC.

Signature

Signature

Name

Name

Title

Title

Date

Date



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Appendix A:

Workday Methodology and Project Scope

1. Workday Roles

Workday project team roles and responsibilities included in this SOW are described below. The extent of each Workday team member's involvement will vary by task as defined in the project plan. Hours estimates, by resource and project stage are defined in the Estimated Fees section. Workday will notify Customer of any change in the Workday team mix that may be necessary from time to time.

Commented [PKG1]: Workday and Customer roles will be refined during negotiations and may vary from what is shown in sample.

Executive Sponsor	Works to ensure the appropriate Workday resources are available for the project, working with the Workday Engagement Manager to resolve any escalated issues in a time-effective manner and conducting final review of key deliverables throughout the project. The Executive Sponsor must be an active and visible resource on the project.
Project Director	Provides direction to Workday deployment team(s) for critical deliverables, milestones, issues and project risks. The Project Director may also assist in managing executive stakeholder engagement for multi-functional (e.g. HCM and Financial) projects.
Engagement Manager	In collaboration with the Customer Project Manager(s), the Engagement Manager guides the Workday deployment using Workday's standard methodology. Engagement Managers are responsible for staffing Workday resources to execute the project plan, schedule, and budget as well as to mitigate project risk and resolve any issues that may arise.
Work Stream Architect	Work stream architects are responsible for the architecture and support of the work stream requirements and team.
Work Stream Lead	Work stream leads are responsible for configuring/developing /guiding the Customer's solution for a work stream. Work stream leads will guide the Customer work stream lead and the overall project through the Architect, Configure & Prototype, Test, and Deploy methodology stages for the work stream. - Work stream lead roles and responsibilities include: - Advise and / or manage scope, configurations, development and resolution of issues - Support unit testing - Perform knowledge transfer to Customer work stream leads - Provide assistance and guidance to Customer work stream leads during Configuration & Prototype, System Testing, User Acceptance testing, Deployment and Production support
Test Work Stream Advisor	Support the Customer's Testing work stream lead in regards to Workday best practice iterative testing approach.
Delivery Assurance Team	The Delivery Assurance Team conducts Project Initiation, Configuration and Integration Reviews at major project milestones (aka checkpoints). Workday will utilize proprietary tools in the performance of these reviews wherever possible.



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2. Customer Roles

Customer will assume responsibility for the following roles and tasks:

Executive Sponsor	The Executive Sponsor is responsible for ensuring appropriate customer resources are available for the project, working with the Workday project manager(s) to resolve escalated issues in a time-effective manner and signing off on key deliverables throughout the project. The Executive Sponsor must be an active and visible resource on the project.
Project Director	Often called Program Director they provide direction to Customer deployment team(s) for critical deliverables, milestones, issues and risks leveraging their extensive experience and network. May also assist in managing executive stakeholder engagement for multi-functional (e.g. HCM, Financials) projects.
Project Manager	The Program/Project Manager(s) ("Project Manager") is responsible for managing the project to completion. The Project Manager is responsible for tasks including: performs a variety of tasks including: • co-developing, managing and maintaining the project plan; • managing the issue and key decision log; • setting deadlines and evaluating milestones; • assigning customer project responsibilities; • providing project status update to Project Executive Sponsors and Steering Committee members on a regular basis. The Project Manager also escalates issues that may impact the go-live date to the Steering Committee. Project Manager will assist Work stream Leads as required with project stream activities and deliverables including but not limited to status reports, issue logs, escalations, etc. • Project Management will include all non-Workday components of the program as follows: • Program costing and reporting for all Customer costs, logistics and Customer resources • Customer stream and project task coordination • Track all project issues and risks and assign owners and due dates for resolution • Program Change Management • Managing and controlling all streams and activities of the program to minimize potential impact to the Workday deployment. Typically these will consist of: • Graphical Timeline of Program – separate and independent from Workday Graphical Timeline • High Level Program Plan and streams as needed for non-Workday components
Work Stream Design Lead	Drives customer process, policies and integration of the Workday solution in customer's environment.
Project Change Manager	Responsible for facilitating project and end user adoption of the Workday Service within Customer's user community including communication and training. Some responsibilities may include enterprise-wide communication of the project, developing training strategies and plans, and ensuring that Customer's users are ready and willing to adopt the Workday Service upon deployment of the new system.
Work Stream Lead(s)	Work stream Lead is assigned by Customer to be responsible for scoping functional and technical areas in scope on the project (e.g. HCM, Financial Accounting, Integrations, Data Conversion, Testing, etc.) Responsibilities include the following: • Drive all functional/technical decisions for that Work stream – and/or escalate to Customer decision makers or Steering Committee to obtain decisions. • Gather requirements from all other areas within the organization • Serve as Change Management liaison • Establish test scenarios or cases and work with Customer's assigned testing resources to ensure timely execution of solution testing



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	• Work in conjunction with the Workday Work Stream Lead in the configuration of the system. Complete hands on activities as assigned. • Actively participate in receiving knowledge transfer from the Workday Work Stream Lead to ensure self-sufficiency to support issue resolution by start of UAT. Assume training for all other Customer resources in their respective areas of responsibility. • Manage third party vendors (e.g. integrations) as required • Serve as a single point of contact on the Customer side to coordinate integration activities and technical resources.
Data Work Stream Lead	Leader of the Customer's data extraction and transformation activities, they are responsible for coordination of delivering customer data into the different prototypes.
Test Work Stream Lead	Test Work Stream Lead responsibilities include: • Establish tools and repositories for storage, and tracking of execution of testing scenarios or cases • Establish workflows and update system security to enable routing to Workday consultants • Establish all management reports to track testing execution, and quality analysis • In collaboration with Customer Project Manager, establish criteria for success and go/no go criteria • Obtain any Workday mandatory performance testing to include in testing strategy and execution. • Work with other Work Stream leads to establish timely baseline for all test cases and scenarios. • Develop test strategy and resource plan during the Plan Stage of the project.
Security Work Stream Lead	The Security Work Stream Lead is responsible for the entire Workday security configuration. Included in the responsibilities is the creation, maintenance, and editing of on-going system roles utilized by Customer. The Workday Security Work Stream Lead is responsible for determining what roles employees will be granted in Workday, performing periodic audits to ensure users are regularly reviewed and providing guidance on system security capabilities. Security Work Stream Lead responsibilities include the following representative activities: • Provisioning (i.e., granting access to tenant for those beyond deployment consultants). Access to the system for the Customer will be granted through Security work stream lead and is the resource that will be identified at the start of the project. • Completing all required training
Project Internal Audit Representative	The Project Internal Audit Representative collaborates with Customer Work Stream Leads to review the Customer's Checkpoints, Security and SOX requirements as required by the project. The Internal Audit Representative also reviews project documentation, product configuration, business processes, etc., to help ensure project quality. The Project Internal Audit is also available to provide guidance to the project team members upon request and during the delivery of the diagnostic reviews.

3. Estimated Customer Project Staffing

The table below provides an estimate of the project resources required by Customer for the project. In the table provided below, each role must be identified with a participant's name before the kickoff meeting. This will ensure that all roles have been filled and participants have been notified of their role. Workday will work with Customer to address any concerns that may arise when identifying participants and understanding their level of participation.

[Table goes here]



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4. Deliverables

The Workday deployment methodology consists of five stages: Plan, Architect, Configure & Prototype, Test and Deploy. The following section describes the deliverables that will be created in each stage. The time required to complete these deliverables is based on the contents of the Project Scope section of this document. Based on a projected project start date of Xxxxxxxx xx, 201__, the estimated duration and estimated completion dates of each Project Stage is listed below, pending timely execution of the contract and availability of resources and training:

Commented [MS2]: Project Start Date should not be less than 2 (two) weeks from contract execution. We require multiple dates for project start and go live if the deployment is staggered. The chart below may also have to be duplicated by stage if the deployment is staggered.

	Plan	Architect	Configure & Prototype	Test	Deploy	Production Support
Estimated Duration						
Estimated Completion						

Plan

The objectives of the Plan stage are to further define the overall project scope and to develop the procedures and mechanisms required to plan and control the project. This stage sets the overall direction and approach for managing the project. This stage formally documents the detailed overall project scope to facilitate its execution through a project plan. The Plan stage also defines the team members, roles and responsibilities, and the communication plan that will be used throughout the project. This stage concludes with a kickoff meeting for the project team.

The following are the deliverables associated with this stage:

Deliverable	Description	Primary Owner(s)
Project Start-Up	Identify and gather project artifacts required to initiate the project including orienting the customer to the project approach, reviewing scope and establishing the project controls and tools.	Workday Engagement Manager
Customer Training	Establish a training plan to support the Workday deployment.	Customer Project Manager
Project Planning Initiation	Activities required to initiate the project include: - Draft Customer Project Plan - Draft Tenant Management Plan - Conduct project work stream sessions including Foundation, Functional, Reporting, Integration, Testing, Data Conversion - Conduct Project Kick-off Meeting	Customer Project Manager and Workday Engagement Manager
Foundation Tenant Build	Conduct data analysis, collection and configuration activities to prepare Customers' deployment tenant for the Architect Stage.	Workday Engagement Manager
Project Initiation Checkpoint	Workday's Delivery Assurance team	Delivery Assurance



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	reviews the project initiation documents to determine whether the defined scope, tasks and timelines are reasonable and align to the Workday Deployment Methodology.	Workday Engagement Manager
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Architect

The Architect stage of a Workday deployment enables Customer and Workday project team members to come to a common understanding of configuration requirements and business process definitions. Following the kickoff meeting, Workday consultant(s) will work with Customer to create a detailed inventory of business processes, configuration requirements, and integration requirements that are applicable across the enterprise. The project plan will be finalized and resource loaded based on the decisions made during Customer design sessions. Customer project team members should plan to complete Workday Fundamentals training prior to the beginning of this stage. It is during this stage that design workshops will be used to drive the business decisions necessary to successfully implement Workday. Customer's attendance at training will help to expedite the decision making process.

The following are the deliverables associated with this stage:

Deliverable	Description	Primary Owner(s)
Architect Workshops	A series of workshops to determine the Customer's requirements and make design and configuration decisions for • Foundational Architecture • Functional Configurations • Business Process • Integration • Reporting • Data Conversion	Workday Consultant and Customer Work Stream Lead;
Architect Documents	Collect, complete and review deployment workbooks for configurations, data conversions, design decisions and business requirements.	Workday Consultant and Customer Work Stream Lead
Test Preparation (for configuration & prototype)	Customer creates test scenario documents to support the Configuration Unit Test	Customer Work Stream Leads,
Finalized Project Planning Documents	Finalize following: • Project Plan including Resource Management Plan • Tenant Management Plan • Finalize Scope (Functional, Business Process, Integration, Data Conversion and reports).	Workday Project Manager and Customer Project Manager
Configuration Tenant Build	Tenant build to capture output of architect stage in preparation of customer confirmation session, additional configuration activities and unit testing.	Workday Consultant
Architecture Review Checkpoint	Complete Delivery Assurance Architecture reviews and provide information to project team and Customer for the foundation data model, and Time Tracking for areas deemed in scope.	Delivery Assurance
Integration Approach Review Checkpoint	Workday's Delivery Assurance team reviews the approach for integrations in scope and determines which integrations will require build reviews. The integration approach is then discussed in a meeting with the Engagement Manager, Workday Consultants and Customer	Delivery Assurance



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Configure & Prototype

The Configure & Prototype stage will complete the configuration of the Workday Service based on the design decisions and requirements. Integration, data conversion and reporting development will advance. Customers will confirm configurations and complete unit testing. Customer prepares for testing activities and the End-to-End Tenant is built to support the Test Stage.

The following are the deliverables associated with this stage:

Deliverable	Description	Primary Owner(s)
Customer Confirmation Sessions	A series of sessions to confirm the Architect Design utilizing the Configuration Tenant	Workday Work Stream Lead, Customer Work Stream Leads
Configuration Unit Test	Conduct unit testing of configurations; Workday validates unit testing is completed.	Customer Work Stream Lead, Workday Project Manager
Reports Build & Unit Test	Based on scope and identified to be completed by Workday, reports required for Go Live are developed and unit tested.	Workday Work Stream Lead, Workday Consultant
Integrations Build & Unit Test	Based on scope, and identified to be completed by Workday, integrations required for Go Live will be developed and unit tested.	Workday Work Stream Lead, Workday Consultant
End User Training Plan	Customer creates their Training strategy identifying who will be trained, how they will be trained, the materials that need to be developed, and when and where the training will take place. Workday will review the training strategy.	Customer Project Manager, Workday Project Manager
Test Preparation	Customer creates Testing strategy and Test Scenario documents to support the Testing cycles. Roles and responsibilities will be identified as well as the process for managing issues. Testing Strategy is reviewed by Workday.	Customer Work Stream Leads, Workday Project Manager
End to End Tenant Build	Tenant build to capture output of Configuration and Prototype Build to support end to end testing focused on validating configurations, business processes, integrations, data conversion and reporting to validate production like processing.	Workday Work Stream Lead, Customer Project Manager
Academic Foundation Review	Delivery Assurance Team evaluates the design and configuration as it relates to the Academic Structure of a University or College and documents the findings in the Configuration Review Template. This template will be reviewed with the Consultant, Engagement Manager, and Customer.	Delivery Assurance
Configuration Prototype Build Review Checkpoint	Delivery Assurance Team will review the End to End Tenant and document the findings in the Configuration Review Template for review by the Project Team including Consultant, Engagement Manager, and Customer. Workday will utilize proprietary tools in the performance of these reviews wherever possible.	Delivery Assurance
Integration Build Review Checkpoint	Workday's Delivery Assurance team reviews the development of Workday built integrations identified in the Approach review as requiring a build review. Workday will utilize proprietary tools in the performance of these reviews wherever possible. The integration builds are then discussed in a consolidated meeting with the Engagement Manager, Consultants and	Delivery Assurance



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	Customer.	
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Test

The following are the deliverables and activities associated with this stage:

[Developed during negotiations]

Deliverables and Activities	Description	Primary Owner(s)

Deploy

Upon completion of test deliverables, the project is ready to move to production. This stage includes the completion of final training for Customer's end users, transaction entry into the legacy system(s) is stopped, the final data load(s) into the Workday service are executed and the Go-Live Checklist is completed.

The following deliverables are associated with this stage:

[Developed during negotiations]

Deliverables and Activities	Description	Primary Owner(s)

5. General Project and Stage Assumptions

The estimated fees and timeline for this Project are based on the following General Project Assumptions and the Project Stages Assumptions stated below. If any of these assumptions are not met, Workday will (i) promptly advise Customer in writing; (ii) use reasonable efforts to mitigate delays and additional costs or fees; and (iii) increase its fees to reflect the additional services rendered as a result of Customer's failure to meet the identified assumptions.

Commented [PK03]: These will be tailored for the type of implementation engagement



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Project Management

1. Workday estimates that the services included in this SOW will be performed approximately ___% offsite and ___% onsite at a Customer location.
2. Customer will provide adequate workspace and network connections when services are performed onsite.
3. Customer will reimburse Workday for all project related travel and expenses according to Workday's travel and expense policy, unless otherwise agreed in the Participating Addendum.
4. Workday's intent is to limit the travel-related costs. Customer should budget an additional ___% of the total estimated deployment costs for travel-related expenses. Workday will work closely with Customer to manage the travel expenses to stay within the budget.
5. Customer will make good faith efforts and take reasonable actions necessary to meet all dates set forth in the project plan.
6. Customer will be responsible for all end-user training on the use of the Workday Service.
7. Customer is responsible for the timely coordination of internal resources necessary to conduct all required workshops.
8. Customer will actively participate in all design workshops required for Workday to obtain any functional design decisions and technical integration specifications necessary to configure the Workday Service.
9. Change Management functions to inform, educate and train Customer employees about the Workday Service features are outside the scope of this SOW.
10. Customer's IT organization is responsible for workstation compliance to Workday's minimum technical requirements, as provided by Workday.
11. Workday's delivered Optimized Business Processes will be the starting point for the business process workshop activities.
12. X deployment tenants are included in the scope of this SOW for _____. If additional tenants are required to support Customer's _____, project conversion or training requirements, additional tenant fees will apply.
13. Workday will perform _____ data loads during the project. (A data load will be defined as a series of steps and events at established points within the project methodology. Each data load may require multiple attempts based on data quality and successful loading). Additional data loads will require additional fees.
14. This SOW assumes one primary source system for Customer's data conversion requirements, assumed to be Customer's _____ system.
15. If the project start date is delayed by Customer for any reason, Customer understands that Workday's ability to staff the engagement and meet the target go-live date could be at risk. Workday will work closely with Customer to identify the impacts of any delays and will discuss available options before coming to agreement on the next steps.
16. If Customer cannot meet set completion dates for deliverables and milestones, Workday reserves the right to revisit and revise the project's estimated costs, completion date and approach to completing the project.
17. Workday will invoice hourly consulting hours based on the Professional Services Resource assigned to the project.
18. If the project is delayed due to circumstances outside the control of Workday, Workday reserves the right to revisit and revise the project's estimated costs.
19. In support of the estimated project start date and target go live date; this SOW must be executed no later than the Expiration of Offer, as defined in section 7 of the SOW.



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Plan

Assumptions

1. Customer will assign an experienced Project Manager to manage Customer's roles and activities for this project.
2. Customer will assign an Executive Sponsor to participate in Steering Committee meetings and be available to resolve issues impacting the success of the project.
3. Customer will have knowledge of or provide documentation that reflects existing business processes.
4. The Delivery Assurance checkpoint for the Project Plan Review will be completed before moving to the next stage of the project.
5. Customer will complete Workday training prior to beginning the Architect Stage.

Architect

Assumptions

1. Business processes will be designed by both Workday and the Customer resources during the business process design sessions. Through a series of collaborative workshops, each business process is detailed in a design document. In the Configure and Prototype stage, business processes will be configured in the Workday Service based on the design decisions. Any requested deviation from the designs may impact project cost and timeline.
2. Workday and Customer project teams will work together to prioritize each business process, integration, data elements for conversion and reports to be included in the design, and will mutually agree upon the full project scope, with consideration given to timeline and budget.
3. Customer project team will use the associated workshops to validate and refine Customer business processes and obtain acceptance of the Workday Service from their internal stakeholders and business process owners.
4. Worktags and reports will be designed by both Workday and the Customer resources during _____. Worktag designs will be captured in the _____ Workbook. Any requested deviation(s) from the designs may impact project cost and timeline.
5. Customer intends to standardize business processes, business practice, and business policy across the enterprise, where possible.
6. Workday estimates are based on utilizing the Workday Optimized Business Processes. If the Workday Optimized Business Practices are not appropriate for Customer, as to be determined by Customer, a Change Order for additional Professional Services may be required.
7. Customer will participate in integration design workshops and provide the necessary technical specifications for all Workday configured or custom integrations defined in this Appendix A as in scope.
8. Knowledge Transfer of the Workday Service will occur during the configuration review workshop, detailed discussions and other reviews as identified by the project team.
9. The Delivery Assurance Configuration Prototype Review checkpoints must be completed prior to moving to the next stage of the project.
10. Customer will participate in Delivery Assurance review meetings with the Delivery Assurance consultants.

Configure & Prototype

Assumptions - Configuration

1. Prototype configuration activities will primarily be completed off site by the Workday team members.



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2. Customer business analysts will complete unit tests prior to the decision of moving into Test stage.
3. The Test stage cannot be entered into without the completion and approval of the Configuration Prototype Review and the Integration Approach Review by Delivery Assurance.

Assumptions - Data Conversion

1. Workday will provide templates with appropriate descriptions for data conversion.
2. Customer is responsible for extracting data from its legacy systems.
3. Customer is responsible for ensuring data is cleansed and duplicate values removed.
4. Customer is responsible for populating the supplied Deployment Data Gathering Workbooks in the prescribed format.
5. Once the data is loaded, Customer is responsible for verifying the accuracy of the data and providing corrected data.
6. Failure to complete a successful data load after three attempts may result in a change order to continue the process and may impact the go-live date.

Test

Assumptions

1. Customer is responsible the development of the Test Strategy and user test scenarios and scripts. Workday will provide standard test scenarios to be used as a foundation; however, Customer will need to create detailed test scenarios/cases based on their user requirements and system configuration.
2. Customer is responsible for completing hands-on testing activities.
3. Knowledge transfer to Customer for the Workday Service will occur during End to End testing, and include detailed discussions and other reviews as identified by the project team.

Deploy

Assumptions

1. Customer will restrict non-essential transactions and configuration in the system (s) they are converting from during a pre-defined period of time identified in the project plan to minimize the impact to the move to production and post-production activities.
2. Knowledge transfer of system usage and administration to Customer is complete and the customer Workday support team is operating independently with minimal part time support of Workday consultants.
3. Changes to the Workday Service in production will be made by Customer with support by the Workday consultants.
4. The Delivery Assurance final configuration checkpoints must be completed prior to moving the tenant into production.
5. Customer will participate in Delivery Assurance review meetings with the Delivery Assurance consultants.

Integrations

Assumptions

1. Workday will lead all design and development efforts for Configured and / or Custom Integrations assigned to Workday as defined in the scope section of this SOW.
2. Workday will provide functional data mapping expertise and produce field mapping documents for each Configured Integration.



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3. Workday will configure and unit test Configured Integrations planned for deployment.
4. Use of Workday Configured Integrations assumes that no new development of the interface specification is required.
5. Where changes are required for Customer's integration platform or internal system, Customer must provide their experienced resources and the Customer will be responsible for making the changes. Workday integration estimates do not account for any effort required on Customer's technology environment to complete integrations.
6. Customer is responsible for development and testing of each Custom Integration as specified in the scope section of this SOW.
7. Customer must ensure data is verified as accurate, all duplicates removed and all data validated.
8. If Customer identifies data issues they will provide corrected data to be loaded and ensure integration testing is completed prior to go-live.
9. Customer agrees to make available appropriate Customer technical and functional resources to assist with discovery, data mapping, data validation, testing, and user acceptance testing activities with each supported interface.
10. Customer will coordinate data transfer and integration testing with external vendors identified to insure timely response in working with Workday consultants.

6. Project Risks

Workday has identified, as most significant, the following Project Risks for this deployment:

1. Change Management is critical to the success of any deployment. Customer must establish a change management leader early in the project to ensure that the communication and education relating to the Workday Service is provided.
2. Participation of Customer global business process owners, subject matter experts and business analysts are vital to the success of the Workday deployment. Customer must identify individuals from each geographic area or business unit who possess the correct business knowledge, process knowledge and/or industry knowledge to include on the project team.
3. Timely decision making is critical to the progress and ultimate success of the deployment. When a decision cannot be made through consensus, the project management team will escalate the decision through the appropriate channels to have a resolution. If key decisions cannot be made in a timely manner, the deployment timeline, cost, and/or resources may be impacted.
4. Many project delays can be attributed to challenges in cleansing and converting Customer data. Customer must prioritize this Project activity as soon as is reasonably possible after the project commencement in order to reduce any negative impact to the Project Timeline.

Reporting

Assumptions

1. Conduct Reporting Design Session(s).
2. Assist the Customer in the identification of reports required for Go-Live.
3. Assess Customer identified reports critical to Go-Live and determine if the requirements can be completed with a Standard Report from the Workday Standard Reports List.
4. Provide Customer an estimate for all reports that cannot be created with Standard Report.



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5. Provide knowledge transfer for the duration of the project to Customer on the best way to utilize reporting capabilities with Workday.
6. If Customer requires additional assistance from Workday, above and beyond the number of hours allocated in this SOW, to build the reports or other related activities, a Change Order will be created and presented to the Customer.
7. Reports are limited to then-available report data sources and custom report fields.

Workday Scope

Project Scope:

[Scope details added as appropriate for type of engagement]



a.

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Attachment D: Scope of Services Awarded to Contractor

Contractor offers the following service models under this Master Agreement.

Service Model:	Low Risk Data	Moderate Risk Data	High Risk Data	Deployment Models Offered:
SaaS	X	X	X	Private Cloud
IaaS				
PaaS				

This document provides purchasing entities and eligible users a quick snap shot of the cloud solutions that Contractor provides.

Attachment E: Pricing Discounts and Price Schedule

Solicitation Number CH16012 NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. Specify ***Discount Percent %*** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service
attached exhibit

Discount % 20% *See

Infrastructure as a Service

Discount % N/A

Platform as a Services

Discount % N/A

Value Added Services

Discount % N/A

Additional Value Added Services:

Maintenance Services

Onsite Hourly Rate \$ N/A
Remote Hourly Rate \$ N/A

Professional Services

- **Deployment Services**

- i. Onsite Hourly Rate N/A
- ii. Remote Hourly Rate \$ See Attached Pricing Exhibit and Rate Card

- **Consulting/Advisory Services**

- i. Onsite Hourly Rate \$ N/A
- ii. Remote Hourly Rate \$ See Attached Pricing Exhibit and Rate Card

- **Architectural Design Services**

- i. Onsite Hourly Rate \$ N/A
- ii. Remote Hourly Rate \$ N/A

- **Statement of Work Services**

- Onsite Hourly Rate \$ N/A

- Remote Hourly Rate \$ N/A

Partner Services

Onsite Hourly Rate \$ N/A

Remote Hourly Rate \$ N/A

Training Deployment Services

Onsite Hourly Rate \$ See Attached Pricing Exhibit

Online Hourly Rate \$ See Attached Pricing Exhibit

Workday Subscription Pricing Exhibit
BID CH16012 – NASPO ValuePoint Cloud Solutions

Workday's cloud offering price model is an annual subscription-based fee for Education and Government organizations. The metric is the "price per position" and is based upon the number of full time equivalent positions in the organization acquiring the Workday services.

This price proposal represents a 20% discount from Workday's Education and Government List Price Schedule for each offering. The Workday Education and Government Price Schedule already includes a base 25% from Workday's Commercial Pricing. Customer contracts will typically be for three to five years of annual subscription for the services with no option to terminate for convenience.

The sample contract calculation would be: (# of positions * price per position (in appropriate range)) * 3, 4, or 5 years. Workday is offering NASPO Value Pro the following five-year base term pricing. Year 1 Base Price Model and price, including discount is detailed below. Year 2 will be increased prices of Year 1 Base Price plus that current year Consumer Price Index rate, plus 3%. Year 3 price would be Year 2 base price with increase plus CPI, plus 3%. Pricing through Year 5 would follow this same model.

Workday is offering an option for a five-year renewal to complete through Year 10 based upon the same model upon the option renewal.

YEAR 1 BASE PRICE – INCLUSIVE OF 20% OFFERED DISCOUNT

Product:	Product Description	Up to 1000 Positions	1001 to 3000 Position s	3001 to 5000 Position s	5001 to 10000 Positions	10,001 to 20,000 Position s	Over 20,000 Positions
	Positions at Top of Range:	1000	3000	5000	10000	20000	30000
Core Human Capital Management	The core HCM solution includes: Personnel Management, Organization Management,	354.97	260.08	233.48	198.71	157.31	127.50

	Compensation, Asset Tracking, Absence Tracking, Benefits Administration, Time Tracking, and Recruiting. This solution also includes integration connectors to third-party benefits and payroll providers.						
Full Suite Human Capital Management	The full suite includes everything in the Core Human Capital Management solution as well as Payroll for the United States.	430.49	315.41	283.16	240.98	190.78	154.63
Core Financial Management	The core Financial solution includes: Financial Management, Accounting, Reporting, Supplier Accounts, Customer Accounts, Business Assets, Cash Management, Budget Management (not budget development), Contracts, Billing, and Revenue Management. The core solution also includes integration connectors to select partners that	151.05	110.67	99.35	84.56	66.94	54.26

	support CRM, electronic payments, and customer payments.						
Full Suite Financial Management	The full suite includes everything in the Core Financial solution as well as Grants Management, Employee Expenses, Projects and Project Billing, Procurement, and Inventory.	589.10	431.61	387.48	329.77	261.07	211.60
Sample Calculations:	Total Contract Value						
Customer with 750 positions acquires "Core Human Capital Management" for a three year subscription period	798,682.50						

Workday Education Prices

BID CH16012 – NASPO ValuePoint Cloud Solutions

Signature Transaction Number: CBJCHBCAABAawAJggvxEa1WsoSMXA6nEFwgqC2d

Workday provides two distinct offerings for training. The first offering is Instructor Led and Learn Independent Training and the other is Subscription Training Offerings.

Instructor Led and Learn Independent Training

Workday customers can pre-purchase instructor led training by buying Training Credits.

One training credit covers the cost of one day of in person instructor led training. One half of a training credit covers the cost of one day of virtual instructor led or Learn Independent training.

Training credits expire 18 months from the date of purchase.

Training credits are priced based on the total volume of training credits purchased over the previous 12 months.

Below are Workday's volume based training credit prices:

Number of Training Credits	Price Per Credit
0 – 25	\$650
26 – 50	\$630
51 – 75	\$610
76 – 100	\$590
101 - 249	\$570
250+	\$550

Note:

- Instructor Travel for onsite training is billed separately if required
- All prices are valid for the first 5 years of the term of this contract. Workday will propose an additional 5 year option term based on current rates for a 5 year term after the initial 5 year term expires.

Subscription Training Offerings

Workday sells access to a series of self-paced eLearning libraries (Learn On Demand Libraries) and the Workday Adoption Kit. The subscription terms for these products will align with a customer's Workday product subscription.

Customers can purchase an initial block of 10 named users to have access to the content in a specific Learn On Demand Library. After the initial block of 10 users to a specific library is purchased, customers can purchase additional blocks of 5 named users to each library.

The Workday Adoption Kit is priced based on the number of positions used to calculate the Workday product subscription. If a customer has more than 65,000 positions, the price will be capped at 65,000 positions.

Below are the annual fees for the subscription training offerings:

Subscription Training Product	Annual Fee
Learn On Demand – HCM Core Library (10 Initial Users)	\$5,000

Learn On Demand – Payroll/Absence Time Tracking Library (10 Initial Users)	\$5,000	Adobe Sign Transaction Number: CBJCHBCAABAawAJg1vxwEa1WsoSMXA6nEFwgqOzd
Learn On Demand – Financials Library (10 Initial Users)	\$5,000	
Learn On Demand – Cross Applications Library (10 Initial Users)	\$5,000	
Learn On Demand – Education & Government Library (10 Initial Users)	\$5,000	
Learn On Demand – HCM Core Library (5 Additional users)	\$1,250	
Learn On Demand – Payroll/Absence Time Tracking Library (5 Additional Users)	\$1,250	
Learn On Demand – Financials Library (5 Additional Users)	\$1,250	
Learn On Demand – Cross Applications Library (5 Additional Users)	\$1,250	
Learn On Demand – Education & Government Library (5 Additional Users)	\$1,250	
Adoption Kit	\$5,000 + (\$.50 per position)	

Workday Premium Customer Success

Premium Customer Success provides customers with a designated Customer Success Manager that is an advocate for the customer within Workday to assist with items like onboarding, case management, escalations, workday roadmap tailored to the customer, brainstorm, production readiness activities, etc..

This offering is priced to co-term with the Workday subscriptions, with the first year at 50% of the annual fee. The annual fees are determined by a point system that takes into account the number of employees and the scope (i.e., HCM, Payroll, Finance):

Factor	Description	Score
# Positions/Employees	1= <3000 2= 3,000 – 10,000 3= 10,001 – 25,000 4= 25,001+	1-4
Product Bundles	Enter number of bundles purchased (1 or 2)	1-2
	Total Score	2-6

Annual Fee:

Low (score 2-3) = \$50,000
Medium (score 4) = \$100,000
High (score 5+) = \$150,000

Note:

- Travel is billed separately if required

- All prices are valid for the first 5 years of the term of this contract. Workday will propose an additional 5 year option term based on current rates for a 5 year term after the initial 5 year term expires.

Example of the cost breakdown for a customer scoring a 3 with a 3 year subscription term:

3 Year Offering (1st year is 50% of the annual fee)

Year 1 Cost	Year 2 Cost	Year 3 Cost
\$25,000	\$50,000	\$50,000

Workday Professional Services Rates

Workday provides consulting services to support and implement Workday. The rate card below is the Workday rates for the various consulting categories we provide.

Consulting Category	Commercial List Hourly Rate	Discounted Rate for NASPO
Managing Partner	\$450	\$428
Projector Director	\$415	\$394
Delivery Assurance Manager	\$380	\$361
Delivery Assurance Consultant	\$355	\$337
Sr. Principal Consultant	\$355	\$337
Sr. Engagement Manager	\$340	\$323
Engagement Manager	\$315	\$299
Principal Consultant	\$310	\$295
Senior Consultant	\$290	\$276
Consultant	\$235	\$223
Associate Consultant*	\$180	\$180

*Rates not eligible for discount

Note:

- Travel is billed separately if required
- All prices are valid for the first 5 years of the term of this contract with the 5% discount. Workday will propose an additional 5 year option term with a 5% discount off then current rates for a 5 year term after the initial 5 year term expires.

Workday Solutions for Bid CH16012 - NASPO ValuePoint Cloud Solutions



Submitted to:

Christopher Hughes
The State of Utah, Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Submitted by:

Sherry Amos
Director, Market Development,
Education and Government
Workday, Inc.
Office: +1 (925) 379-2703
sherry.amos@workday.com

March 10, 2016

Proposals must include a cover letter on official letterhead of the Offeror. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

Workday Response

March 10, 2016

Christopher Hughes
The State of Utah, Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, Utah 84114-1061

Dear Mr. Hughes:

Workday is pleased to submit our response to The State of Utah, Division of Purchasing ("Lead State") RFP for a Bid CH16012 - NASPO ValuePoint Cloud Solutions.

Workday delivers true Cloud solutions for Finance and Human Capital Management that combine a lower cost of ownership with a modern and configurable approach to business applications. Workday applications are delivered to the browser or mobile device using familiar consumer- internet features, including hyperlinks, icons, pictures, buttons, and search boxes. This enables all users to access the system from anywhere in the world on any internet device with minimal training.

Workday's innovative technology and approach can provide Lead State with the following key advantages:

- **Predictable Operating Costs:** Workday's Cloud delivery model removes the overhead of hardware and other IT costs enabling you to realize a lower cost of ownership.
- **Greater Operational Efficiency:** Workday's easy-to-use interface allows employees to quickly and easily initiate and track processes. Managers can receive timely and relevant information and take action directly from the system.
- **Improved Compliance:** Workday ensures that security and business rules are enforced throughout the execution of business processes. Workday's Business Process Framework provides transparency into system access and provides better control over who can initiate and perform specific actions, even as requirements change over time.
- **Faster Time to Value:** Workday customers have moved from core team training to production in half the time of comparable projects.

5.2.1 A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.

Workday Response

Workday has read and understands this requirement.

5.2.2 A statement naming the firms and/or staff responsible for writing the proposal.

Workday Response

Workday Inc. responded to this RFP.

5.2.3 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

Workday Response

Workday is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

5.2.4 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.

Workday Response

Workday agrees that the 0.25% NASPO ValuePoint Administrative fee will apply to total sales for the Master Agreements awarded from the RFP. Workday agrees that any negotiated Participating Entity Administrative fee will apply to total sales for the Master Agreement awarded from the RFP through that specific Participating Entity. Workday expects that its obligation to pay the administrative fees will accrue after invoices for the Workday solutions are paid.

5.2.5 A statement identifying the service model(s) (SaaS, IaaS, and/or PaaS) and deployment model(s) that it is capable of providing under the terms of the RFP. See Attachment C for a determination of each service model subcategory. The services models, deployment models and risk categories can be found in the Scope of Services, Attachment D. Note: Multiple service and/or deployment model selection is permitted, and at least one service model must be identified. See Attachment H.

Workday Response

Workday is a true SaaS model. Please see Attachment H for more information.

Because new Multi-tenant Cloud applications are typically built to deliver a consumer internet web experience, the functionality is typically far more usable than in client server applications. However, the biggest driver of Cloud value is the way in which the functionality is developed and delivered.

Multi-tenant Platform – the way Workday applications are built and delivered is one of the prime differentiators of the True Cloud delivery model. The biggest benefits to business users of multi-tenancy are:

- Users always have access to the latest innovations available from their software provider, with no risk of being isolated on old releases;
- The system can be configured to adapt to the needs of individual customers without compromising the system upgrade path; and,
- The time, cost, and management burden associated with software updates and upgrades, and the infrastructure required to run the software, is borne by the Cloud provider.
- The vendor focuses all of its development, support and operational resources on one technology platform. Innovation occurs faster and customers ultimately benefit from the vendor's lower cost structure.

5.2.6 A statement identifying the data risk categories that the Offeror is capable of storing and securing. See Attachment D and Attachment H.

Workday Response:

Please see our response to Attachment H. Workday offers a SaaS deployment model capable of storing low, moderate, and high risk categories.

Our common goal is to help you achieve success in the shortest period of time with the greatest benefit.

On behalf of Workday, thank you for your consideration of our products and our company. We are looking forward to working with you throughout your evaluation process.

Sincerely,

Sherry Amos
Director, Market Development,
Education and Government
Workday, Inc.

Marcus Perez
Vice President, Sales
Workday, Inc.

Assumptions

All information in this Proposal, other than sections quoted from the Request for Proposal/Information, is the copyrighted intellectual property of Workday, Inc. and cannot be reproduced or redistributed in any way, shape, or form without the express prior written consent of Workday. In addition, certain sections of this Proposal have been designated as confidential and must not be disclosed pursuant to any public records law without providing Workday with notice of the request and an opportunity to establish that such portions are exempt from disclosure under the relevant law. Any terms and conditions in this document are valid for a period of Validity Period (Enter # of Days) days after submission to Short Company Name.

As part of this process, Workday seeks to avoid any ambiguity that may otherwise arise. Accordingly, Workday is offering a subscription service that is provided materially in conformity with its standard documents. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that might be inferred from this Proposal. Every reasonable attempt has been made in good faith to ensure that the information contained within this Proposal is correct, is current, and properly responds to the requirements as have been determined to date.

Notwithstanding any inconsistent term in the content of the Proposal, the Proposal is intended only as a general description of the products and/or services which may be provided and the general business relationship contemplated by the parties, and shall not be construed to represent or create any contractual obligation. Mere submission of this Proposal is not a contractual commitment on the part of either party, except that Workday commits that it will accept an Order Form for the Software as a Service solution described in the pricing proposal if you execute an unmodified version of Workday's Order Form and Master Subscription Agreement during the validity period for the specific subscription levels identified. This Proposal describes the parties' tentative plans and if any point is unclear, it is the other party's responsibility to ascertain the true facts and considerations to enable a response to this request in a timely manner.

This Proposal shall only be shared with Short Company Name's employees, on a need to know basis, and in the event Workday is not chosen, and in the absence of a fully executed non-disclosure agreement, all documents related to this bid are to be destroyed or returned to Workday in their entirety in a timely manner, except that you may retain a copy if required to do so under applicable law.

One of the hallmarks of a Software as a Service solution is that new features and functionality in a given solution are provided automatically to customers using that solution. Workday has made a good faith effort to identify any responses which describe services, features, or functions that are not currently part of the SaaS solution. Any unreleased services, features or functions referenced in any Workday document, blog, our website, press releases or any public statements that are not currently available are subject to change at Workday's discretion and may not be delivered as planned or at all. Customers who purchase Workday, Inc. services should make their purchase decisions based upon services, features and functions that are currently available.

This Proposal and all terms and conditions proposed herein are subject to execution of mutually agreeable contract documents.

Notwithstanding any inconsistent terms of the Proposal, Workday reserves the right to negotiate in good faith the specific contractual terms relating to the proposed engagement. Workday shall provide the products and/or services described in this Proposal under terms materially consistent with those set forth in the applicable Workday agreement(s) attached to this Proposal in the [Appendix section](#), as may be modified upon agreement of the parties following such good faith negotiations to incorporate certain mutually acceptable terms. In the event that the parties are able to reach such definitive agreement, such separate and independently executed agreements will exclusively govern the parties' respective legal obligations with respect to such services and related business arrangements and obligations.

Safe Harbor Statement

This document may contain forward-looking statements for which there are risks, uncertainties, and assumptions. If the risks materialize or assumptions prove incorrect, Workday's business results and directions could differ materially from results implied by the forward-looking statements. Forward-looking statements include any statements regarding strategies or plans for future operations; any statements concerning new features, enhancements or upgrades to our existing applications or plans for future applications; and any statements of belief. Further information on risks that could affect Workday's results is included in our filings with the Securities and Exchange Commission which are available on the Workday investor relations webpage: www.workday.com/company/investor_relations.php

Workday assumes no obligation for and does not intend to update any forward-looking statements.

Any unreleased services, features, functionality or enhancements referenced in any Workday document, roadmap, blog, our website, press release or public statement that are not currently available are subject to change at Workday's discretion and may not be delivered as planned or at all.

Customers who purchase Workday, Inc. services should make their purchase decisions upon services, features, and functions that are currently available.

Use by other Entities. The parties agree that other public entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to utilization metrics and the choice of Workday Service components and that other entities will not necessarily pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name.

Trademark Notices

All Rights Reserved. Workday, the Workday logo, Workday Enterprise Business Services, Workday Human Capital Management, Workday Financial Management, Workday Resource Management, and Workday Revenue Management are trademarks of Workday, Inc. All other products and services are trademarks or registered trademarks of their respective holders.

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Adobe Sign Transaction Number: CBJCHBCAABAaAwAJgqvxEa1WsoSMXA6nEFwgqQ2d

1 – RFP Signature Page



Adobe Sign Transaction Number: CB.JCHBCAABAAwAJgqvxEa1WsoSMXA6nEFwgqO2d

1. RFP Signature Page.

Section Title: RFP Signature Page. The Lead State's Request for Proposal Signature Page completed and signed. See Section 5.1 of the RFP.

Workday Response:

Please see Workday Vendor Info Form attached below.



Vendor_Info_Form
Workday.docx

2 – Executive Summary

2. Executive Summary

Section Title: Executive Summary. The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary. See Section 5.4 of the RFP.

Workday Response:

Today, competitive pressures require innovative software solutions. Enterprise applications built on technology developed more than ten years ago cannot keep pace with today's business environments. Those applications are rigid and inflexible and require that customers make large upfront investments for software, hardware, middleware, database, and professional services, and then suffer through elongated implementations and complex, costly upgrades. Alternatively, Workday's cloud solutions offer a fresh approach to legacy ERP.

Workday is a leading provider of enterprise cloud applications for human resources and finance. Founded in 2005, Workday delivers Human Capital Management, Financial Management, and analytics applications designed for the world's largest organizations. Hundreds of companies, and Education and Government organizations, ranging from medium-sized businesses to Fortune 50 enterprises, have selected Workday.

We achieved this leadership position through our innovative and adaptable technology, focus on the consumer internet experience and cloud delivery model. Further, we believe we are the only company to provide this complete set of unified cloud-based applications to enterprises. Our applications are designed for large enterprises to manage complex and dynamic operating environments. We provide our customers highly adaptable, accessible and reliable applications to manage critical business functions that enable them to optimize their financial and human capital resources.

Organizations today operate in environments that are highly complex and that are changing at an increasing rate. Managers and employees must quickly synthesize vast amounts of information and react to rapid changes in business and regulatory environments. To be successful, they need highly functional and flexible software that enables informed decision-making about the enterprise-wide allocation of their resources. Additionally, given the increasing prominence of consumer-oriented Internet applications, managers and employees expect to interact with enterprise systems in an open, intuitive and collaborative way, including real-time access through a wide range of mobile and computing devices. We believe that legacy, on-premise enterprise systems make these interactions difficult, as their user interfaces are not intuitive and were not originally designed for mobility. Furthermore, legacy applications are often expensive to implement, maintain and upgrade. In the last few years, new technologies and approaches to deliver software have emerged to address these issues.

In response to these changes, Workday is leading the way in helping organizations to better manage their core enterprise resources, specifically their financial and human capital resources. We enable organizations to embrace changes in their operating environments through our rapid innovation cycle of frequent updates,

which generally contain new functionality, support for new regulatory requirements, performance requirements and enhancements of the user experience. Our latest update provided hundreds of new features, and we currently provide a new major update two times per year. By delivering our software as a cloud-based service, our customers operate on our latest version without the burden of large upgrade costs, while having the flexibility to configure our applications to meet their own requirements.

Our customers can operate with a more complete picture of their organization because our applications and embedded analytics capture the content and context of everyday business events, facilitating fast and informed decision-making from wherever they are working. Our applications are designed for the way people work today, in collaboration with each other from a wide variety of devices, empowering workers to make business decisions using real-time data. By providing an intuitive user experience, we enable effective management of resources by all members of an organization, minimizing reliance on specialist information technology (IT), human resources (HR) or finance employees. These professionals are therefore freed to focus on other strategic activities.

We deliver our cloud-based applications using an innovative technology foundation that leverages the most recent advances in cloud computing and data management. Our use of a multi-tenant architecture, object-oriented technology framework, in-memory data management and a mobile-centric approach allows us to deliver applications that are highly functional, flexible and fast. Our customers benefit from moving beyond the limitations associated with traditional on-premise software to highly configurable applications delivered over the Internet. This shift in approach substantially reduces the need for our customers to buy and support a broad range of IT infrastructure, and significantly reduces the cost and complexity relative to implementations and upgrades of on-premise software.

We have achieved significant growth and global scale in a relatively short period of time. Currently, we have approximately 4,500 employees and more than 1,000 customers, including large, global companies such as HP, Aviva International Holdings Inc., AIG, Inc., Flextronics International, Four Seasons Hotels, Georgetown University, Yale University, Kimberly-Clark Corporation, Lenovo, and Nissan. Our largest deployment to date is to an organization with a global workforce of over 300,000 people, and our applications are available in more than 20 languages.

Workday's Commitment to Lead State's Success

Workday is excited to have the opportunity to partner with the Lead State of Utah and NASPO Value Point to contribute towards your future success. Some of the most amazing minds of the software industry are working right here at Workday. Our experience in building successful companies and insight into the technologies that make a difference can help NASPO Value Point customers make smart decisions about the future of their systems.

Workday believes our customer success is a direct reflection of our success. Workday is delivered on a Cloud model, which means we have to earn each customer renewal. This ensures that customers will continue to receive high value, innovative, and cost-effective solutions. Cloud delivery places the focus on proving ongoing value and maintaining customer satisfaction.

Workday is a culture passionate about people, integrity, and innovation, and we are especially passionate about our customers' success. We stand ready to help NASPO Value Point customers achieve great success in the shortest period of time with the greatest benefit.

3 – Mandatory Minimums

3. Mandatory Minimums

Section Title: Mandatory Minimums: This section should constitute the Offeror's point-by-point response to each item described in Section 5 of the RFP, except 5.1 (Signature Page) and 5.4 (Executive Summary). An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 5 of the RFP.

Workday Response:

Please see our response below.

5.1 (M) SIGNATURE PAGE

Proposals must be submitted with a vendor information form, located on Bidsync as an attachment to the RFP, which must contain an ORIGINAL HANDWRITTEN signature, executed in INK OR AN ELECTRONIC SIGNATURE, and be returned with the Offeror's proposal.

Workday Response:

Please see [Vendor Info Form](#) attached above.

5.2 (M) COVER LETTER

Proposals must include a cover letter on official letterhead of the Offeror. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.2.1 A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.

5.2.2 A statement naming the firms and/or staff responsible for writing the proposal.

5.2.3 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

5.2.4 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.

5.2.5 A statement identifying the service model(s) (SaaS, IaaS, and/or PaaS) and deployment model(s) that it is capable of providing under the terms of the RFP. See Attachment C for a determination of each service model subcategory. The services models, deployment models and risk categories can be found in the Scope of Services, Attachment D. Note: Multiple service and/or deployment model selection is permitted, and at least one service model must be identified. See Attachment H.

5.2.6 A statement identifying the data risk categories that the Offeror is capable of storing and securing. See Attachment D and Attachment H.

Workday Response:

See Cover Letter at the beginning of this document.

5.3 (M) ACKNOWLEDGEMENT OF AMENDMENTS

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

Workday Response:

Please see attached.



ACKNOWLEDGEMENT
OF AMENDMENTS

5.4 (M) EXECUTIVE SUMMARY

Executive Summary should highlight the major features of an Offeror's proposal. Briefly describe the proposal in no more than two (2) pages. The evaluation committee should be able to determine the essence of the proposal by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

Workday Response:

Please see the Executive Summary at the beginning of this document.

5.5 (M) GENERAL REQUIREMENTS

5.5.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

Workday Response:

Workday will provide a named Usage Report Administrator upon award of a contract. Resume is attached to similar question later in the RFP.

5.5.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

Workday Response:

Workday will cooperate with NASPO ValuePoint and SciQuest to upload appropriate ordering instructions for customers if awarded a contract.

5.5.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment. Offeror must either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), Exhibit 1 to Attachment B, or to submit a report documenting compliance with Cloud Controls Matrix (CCM), Exhibit 2 to Attachment B. Offeror must also represent and warrant the accuracy and currency of the information on the completed. Offerors are encouraged to complete and submit both documents.

Workday Response:

Please see CSA_CCM_CAIQ document attached.



CSA_CCM_CAIQ_v3.
0.1.xlsx

5.5.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

Workday Response:

Please see Appendix for a Sample Services Level Agreement.

5.7 **RECERTIFICATION OF MANDATORY MINIMUMS AND TECHNICAL SPECIFICATIONS**

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

Workday Response:

Workday is not offering to attach its proposal to the resulting contract due to the one-to-many model it offers. However, in lieu of an annual certification, Workday will include, as part of its warranty for the lifetime of the contract: (1) that the Service is in material conformity to the Documentation; and (2) that Improvements to the Service will not materially decrease functionality of the Service.

4 - Business Profile

4. Business Profile

Section Title: Business Profile: This section should constitute the Offeror's response to the items described in Section 6 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 6 of the RFP.

Workday Response:

Please see our response below.

6 BUSINESS INFORMATION

6.1 (M)(E) BUSINESS PROFILE

Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.

Workday Response:

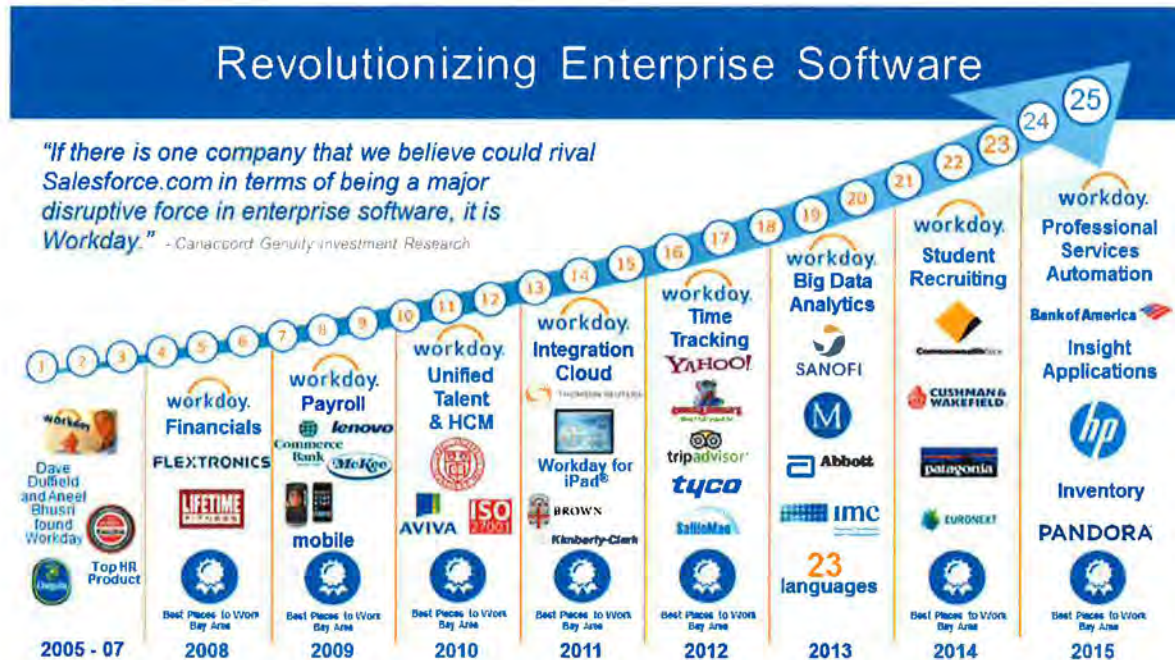
Workday is a leading provider of enterprise cloud applications for finance and human resources. Founded in 2005, Workday delivers financial management, human capital management, and analytics applications designed for the world's largest organizations, educational institutions, and government agencies. More than 1,000 organizations, ranging from medium-sized businesses to Fortune 50 enterprises, have selected Workday. Workday currently has over 100 Education and Government customers across Higher Education, State and Local Government, K-12 School Districts, Special Districts, Medical Centers, and Non-Profit organizations.

We achieved this leadership position through our innovative and adaptable technology, focus on the consumer Internet experience and cloud delivery model. Further, we believe we are the only company to provide this complete set of unified cloud-based applications to enterprises. Our applications are designed for global enterprises to manage complex and dynamic operating environments. We provide our customers highly adaptable, accessible and reliable applications to manage critical business functions that enable them to optimize their financial and human capital resources.

We have achieved significant growth and global scale in a relatively short period of time. Currently, we have approximately 5,248 employees and more than 1,000 customers, including large, global organizations such as HP, Aviva International Holdings Inc., AIG, Inc., Flextronics International, Four Seasons Hotels, Georgetown University, Yale University, Kimberly-Clark Corporation, Lenovo, and Nissan. Our largest deployment to date is to an organization with a global workforce of over 300,000 people, and our applications are available in more than 20 languages.

Historical Snapshot

Below is a snapshot of how far Workday has come since our inception in 2005.



Recognition Highlights

Workday's most recent awards include:

- **2016:** Ranked #2 by Fortune magazine on its list of 10 Best Large Workplaces in Tech.
- **2015:** Ranked among the 100 Best Workplaces for Women, Fortune magazine.
- **2015:** Top Workplace, Bay Area News Group (#1 for large companies)
- **2015:** Ranked #7 by Fortune magazine on its list of 100 Best Workplaces for Millennials.
- **2015:** Best Place to Work in the Bay Area, San Francisco Business Times and Silicon Valley/San Jose Business Journal (#1 for largest companies)
- **2015:** Ranked #22 by Fortune magazine on its list of 100 Best Companies to Work For in the U.S.
- **2015:** People's Picks: 20 Top Workplaces in Technology, Great Places to Work Institute (#1 in the large companies category)
- **2015:** Best Workplace in Ireland, Great Places to Work Institute (#4 for medium-sized companies)
- **2014:** Workday identified as a leader in "The Forrester Wave™: SaaS HR Management Systems, Q4 2014"
- **2014:** Top Workplace, Bay Area News Group (#1 for large companies)
- **2014:** Best Place to Work in the Bay Area, San Francisco Business Times (#2 for large companies)
- **2013:** Best New Product or Service - Software - Financial Management Solution, Stevie® Award (Gold)

- **2013:** Ranked fifth biggest user of Green Power amongst technology companies by Bloomberg
- **2013:** Top Workplace, Bay Area News Group (#1 for large companies)
- **2013:** Best Place to Work in the Bay Area, San Francisco Business Times (#1 for large companies)
- **2012:** Top Workplace, Bay Area News Group (#1 for large companies)
- **2012:** Best Place to Work in the Bay Area, San Francisco Business Times (#1 for large companies)
- **2012:** Winner - Best Tech CEO(s): Dave Duffield and Aneel Bhusri, Workday, San Francisco Business Times
- **2012:** Workday identified as the leader in "The Forrester Wave™: Human Resource Management Systems, Q1 2012"
- **2011:** Top Workplace, Bay Area News Group (#1 for midsize companies)
- **2011:** Top Leadership Team, Bay Area News Group (#1 for midsize companies)
- **2011:** Wall Street Journal's Next Big Thing list (#24)
- **2010:** Best Business Application, San Francisco Business Times (#1)
- **2009:** Best Place to Work in the Bay Area, San Francisco Business Times (#1 for small companies)
- **2007:** Product of the Year, Human Resource Executive (#1)

6.2 (M)(E) SCOPE OF EXPERIENCE

Describe in detail the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the business provided offerings identical or very similar to those required by this RFP. Government experience is preferred.

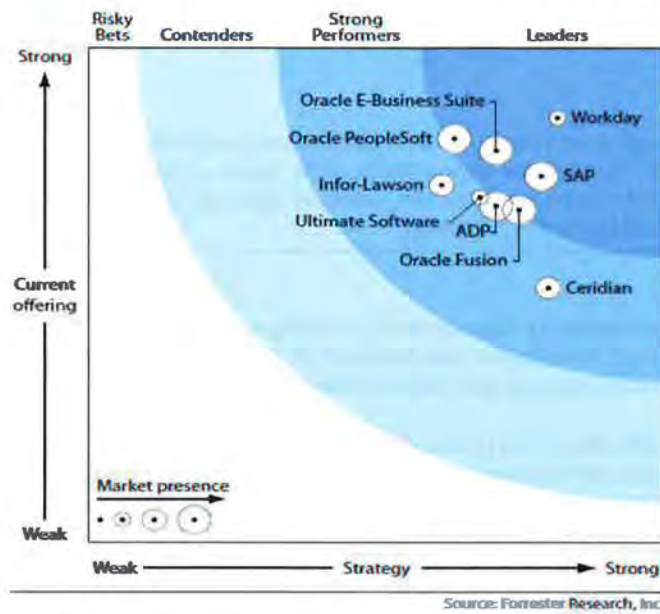
Workday Response:

Workday has a long history of working with public sector organizations, starting with Workday's co-founder, Dave Duffield, who founded Integral, Information Associates, and PeopleSoft. All of these organizations had long, successful public sector businesses, and Workday's goal is to surpass those successes.

Workday has a dedicated team focused specifically on the public sector. Our team has years of experience working with or for state and local governments, public agencies, and non-profits across the country, and many of our employees have held previous roles at organizations with traditional on-premises enterprise resource planning (ERP) systems.

Over the past several years, Workday has shifted a significant amount of resources to substantially grow its government/public sector business. In this timeframe, we have developed a considerable amount of industry-specific functionality with collaboration and input from our early adopters. New functionality includes Grants Management and Effort Certification, Fund Accounting, Multiple Jobs, Position Management and Position Budgeting, Unions, Section 508 Compliance, and Tax Treaty information.

Finally, your organization can be assured that Workday is **the leader** in human capital management and payroll solutions, as validated by Forrester and summarized in the chart below. Workday rose to its leadership position in only five years under the guidance of its co-founders, Dave Duffield and Aneel Bhusri.

Figure 3 Forrester Wave™: Human Resource Management Systems, Q1 '12

“Workday's configuration **flexibility**, **integration** platform, and **usability** make it a good choice for both medium-size companies seeking **simplicity** in cost of ownership and large multinationals interested in HR process **transformation**.”

Source: The Forrester Wave™: Human Resource Management Systems, Q1 2012, January 25, 2012.

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A description of the Workday Enterprise Cloud for HR and Finance applications is included in the diagram below.

The Enterprise Cloud for HR and Finance

Human Capital Management



Financial Management



6.3 (M) FINANCIALS

Offeror must provide audited financial statements, of the last two years, to the State that demonstrate that an Offeror meets at a minimum Dun and Bradstreet (D&B) credit rating of 3A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

Workday Response:

Workday's key numbers for our financial rating are as follows:

- DUNS#: 60-700-9755
- D&B rating: 5A2

Workday is a publicly held corporation and is happy to share our detailed financial data included in the most recent SEC financial filing provided on our website at:

http://www.workday.com/company/investor_relations/sec_filings.php

6.4 (E) GENERAL INFORMATION

6.4.1 Provide any pertinent general information about the depth and breadth of your Solutions and their overall use and acceptance in the cloud marketplace.

Workday Response:

Workday is a global provider of cloud solutions for Finance, Human Capital Management and Payroll. Workday has over 1000 customers using our cloud solutions around the globe. Our customer base spans many industries: Education, Government, Healthcare, Retail, Financial Services, Professional Services, and more. Workday applications for Finance, Procurement, Human Capital Management are also available in over 20 languages and used by global, multi-national companies in many countries.

Workday applications are built using an in-memory object model. This architecture supports real-time processing of transactions and analytical reporting within the same environment. This modern approach to building an ERP on a completely new and innovative platform helps Workday customers overcome the challenges of a traditional ERP model where the application logic layer is separate from the data layer.

Also, Workday is a true multi-tenant platform using a single code-base to deliver tenant based ERP capabilities its customers. This not only allows Workday customers to truly benefit from a return on their SaaS investment by using shared hardware, software and infrastructure costs but also provides them with the agility to always remain on the latest version of Workday by default.

6.4.2 Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011, or greater.

Workday Response:

Workday publishes a Service Organization Controls 1 & 2 (SOC 1 & SOC 2) report. Both the SOC 1 and the SOC 2 validate Workday's physical and environmental safeguards for production data centers, backup and recovery procedures, software development processes, and logical security controls. The SOC 1 covers control objectives relevant to customers' internal control over financial reporting, whereas the SOC 2 addresses the specific set of criteria defined for the selected Trust Services Principles. The audits are conducted at regular intervals by an independent third-party auditor, and Workday makes copies of these reports available to its customers upon completion. Prospects can also get copies of these reports once under NDA.

6.5 (E) BILLING AND PRICING PRACTICES

DO NOT INCLUDE YOUR PRICING CATALOG, as part of your response to this question.

6.5.1 Describe your billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entity's.

Workday Response:

Pricing is based upon the total number of full-time equivalent positions within an organization. The total number of positions or employees is a very public, auditable number in the Public Sector.

Billing and payment practices are based the Total Contract Value and what is specified in the contract.

There are no hidden practices that are not fully specified in the final contract.

6.5.2 *Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solutions.*

Workday Response:

The typical cost impacts are determined by the applications being acquired and implemented for an enterprise resource planning project. These projects typically span the enterprise across all agencies and/or departments and are usually funded as large IT projects. In addition to the software-as-a service, implementation services for ERP type projects are required. There are no additional hardware or infrastructure cost impacts to implementing Workday.

6.5.3 *Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.*

Workday Response:

Workday does not serve the U.S. Federal Civilian or Defense Markets. Therefore, we do not programmatically invest in industry specific certifications for NIST or FEDRAMP. While we follow the most advanced cloud industry security practices that are also important considerations for NIST, we cannot attest to being NIST compliant. In addition, we believe the efforts underway by technology companies pushing the government to "Fix FedRamp" will result in the federal government accepting the fast maturing industry and global standards for security and privacy due to the rapid rate of change that static certifications processes cannot stay current. Please see article attached in the Appendix.

Workday's enterprise security model provides a number of independent third party assessments intended for use by existing and prospective customers to evaluate Workday's control environment and security posture. These include SOC I, SOC II, ISO 27001, ISO 27018 certifications, BITS Shared Assessments, CSA Star Questionnaire as well as independent third party Application, Network and System Penetration testing reports. These are updated frequently and all freely available to existing and prospective customers. Our programs are robust, mature and encompass several hundred pages of attestation and thousands of individual Q&A's, which enable existing and prospective customers to gain a deep insight into the Workday security program and posture. F8.9

6.6 (E) SCOPE AND VARIETY OF CLOUD SOLUTIONS

Specify the scope and variety of the Solutions you offer under this solicitation. You may provide a list of the different SaaS, IaaS, and/or PaaS services and deployment models that you offer.

Workday Response:

Human Resource Management

Core Human Resources

Workday Human Capital Management (Workday HCM) is a leading enterprise-ready, unified human resources (HR) and talent management application, designed to help organize, staff, compensate and develop a modern workforce. Workday HCM provides insight and analytics into workforce capabilities, capacities, cost and performance. In the October 2014 report, "The Forrester Wave™: SaaS HR Management Systems, Q4 2014", Forrester evaluated SaaS HR management systems from eight vendors using 60 criteria categorized by current offering, strategy, and market presence. Workday earned a leader position in the evaluation, receiving the highest overall scores of the group in both the current offering and strategy categories. Workday also received the top score in the technology subcategory and among the highest scores in the SaaS and customer experience subcategories. We also received the highest scores in the core human resource management and compensation subcategories.

Workday HR Management functionality includes:

- Workday Lifecycle Management enables customers to strategically establish hiring, staffing, performance and compensation plans as well as manage their entire workforce (contingent/temporary and full-time) in one place.
- Workday Organization Management enables customers to analyze and model organizational structures, assign employees to multiple organizational types, and restructure organizations and reporting relationships as business needs evolve.
- Workday Compensation Management enables customers to design, manage and administer compensation programs to meet complex rewards requirements and to create and manage flexible employee compensation plans. Employee compensation can be consolidated across multiple plans, teams, and geographies. Finally, all compensation information can be presented to employees in the form of total compensation statements; thus ensuring a true appreciation of the full range of compensation they are receiving.
- Workday Absence Management enables customers to create and manage both accrued time off and leave-of-absence plans based on eligibility rules that are built using data held in Workday. For example, employee eligibility may be driven by data such as the employee's location, job profile, job family, union code, etc. The application supports any type of leave or time off (combined types, definition, eligibility, etc.) plan and supports the management of continuous and intermittent leave activity.
- Workday Benefits Administration gives customers the tools to define, manage and adjust benefits plans, costs, benefit eligibility rules, elections through open enrollment and concurrent changes in life events to meet their unique business requirements. Use the natural movement of employees(hires, increases, promotions, etc.) to automatically trigger benefits impact without uploads, interfaces, or rekeying of data. Master the complexities associated with managing the Affordable Care Act(ACA) for your employees with all the necessary components in one single, unified system.
- Cloud Connect for Benefits provides a catalog of pre-built integrations that connect to third party benefits providers so that HR organizations can evaluate, select, and offer the most appropriate plans for their workforces.
- *Talent Management*
 - *Solution must support the following capabilities: Goal Setting, Performance Management, Succession Planning, and Career and Development Planning*

Workday Response:

Talent Management

Workday allows customers to manage their people, business, and talent data all in one system to provide relevant insights while eliminating unnecessary integrations. The key product areas for talent management include goal management, continuous feedback, performance management, talent review, calibration, succession planning, career & development planning and mobile. Workday provides fully unified talent management that eliminates integrations between core HCM, compensation, recruiting, workforce planning, and talent.

The professional profile provides the ability to capture the breadth of a workers skills and experience and supports the import of information from LinkedIn. Combined with all other data tracked in Workday, searching for internal talent is an intuitive and comprehensive experience. Within workday, employee feedback can be given ad-hoc or can be specifically requested at any time. Feedback can then be included in the review process so that reviewing managers have easy access to feedback provided by others in the organization.

- **Goal Management** helps you establish goals for an entire team or organization, cascade goals, and assess the completion of goals for maximum alignment, improved visibility, and increased engagement throughout your business.
 - **Career and Development Planning** empowers your workers with the tools they need to grow their careers.
 - Create an individual profile to highlight key competencies, past experience, completed training, and more
 - Collaboratively create competency-based development plans with managers to help achieve career goals
 - Ensure that high-potential employees, including those on succession plans, are progressing through their development plan
 - **Performance Management** makes it possible to align, assess, and optimize workforce performance without the added burden and cost of a bolt-on talent management application.
 - Create a consistent language to discuss performance and give feedback across your entire organization
 - Motivate, reward, and develop talent based on individual, team, and business performance
 - **Succession Planning** provides the ability to identify critical roles for succession, nominate both internal and external candidates, assess readiness, identify development needs, and create succession pools and plans. Deciding whom to nominate, or select for a pool or plan, is easy as Workday provides access to all data about the worker. Monitor the health of your plans and have Workday send alerts and notifications before problems occur.
- *Payroll*
 - *Solution must support the configuration of employee earnings, deductions, accumulations and balances.*
 - *Setup and management of tax authorities, withholding elections and payments.*
 - *Manage worker tax data, payment elections, involuntary withholding orders and payroll input.*
 - *Calculate, review/audit, and complete payrolls, settlements, and payroll commitments and payments*

Workday Response:

Payroll

Workday offers payroll solutions for the U.S., Canada and UK along with the ability to integrate with any third-party payroll providers around the world using our cloud-based integration platform. Workday Payroll is designed with a robust calculation engine and a focus on configurability, simplicity and global applicability to easily expand and manage payroll.

Workday Payroll is designed to address the full spectrum of enterprise payroll requirements - offering improved control and accuracy, more choice and flexibility, and insight into actual labor costs.

Included Functionality

Workday Payroll provides full configuration and functionality of:

- Earnings and Deductions
- Accumulations and Balances
- Pay Groups & Legal Entities
- On cycle and Off Cycle Payroll Processing
- Retroactive Payroll Processing

- Audit and Reporting
- Accounting and Compliances
- Business Process Framework

Capabilities

Earnings and Deductions

- Define your own effective dated set of rules for earnings and deductions
- Intuitive mapping to compensation elements or benefits
- Eligibility criteria and scheduling logic for accurate processing
- Flexible worktags to identify unique allocations
- Flexible labor allocation splits at the employee and/or position and/or compensation element level. Labor allocations can be assigned via defaults or can be overridden indefinitely or for a specific period of time
- Unlimited types of deductions and earnings
- Configurable arrears calculations and net pay validations
- Manage ongoing multiple work jurisdictions
- Manage an employees' benefits in arrears
- Configure labor costs proration to reflect mid-period costing allocation changes
- Create validation rules for costing allocations
- Define payroll commitment rules for activity pay earnings
- Perform retroactive adjustments to payroll costing allocations

Accumulations and Balances

- Easy to add or modify accumulations
- Define balance periods, even after periods have processed
- Easily report on balances and accumulations

Tax Withholding and Payment

Workday provides and maintains information on valid and default federal, state, and local tax data and deductions according to U.S tax authorities. You enter organization and worker specific tax data (or the worker enters the worker data) and Workday uses these settings to calculate taxes. After your taxes are set up, you can use a tax filing integration to send periodic, quarterly and annual tax information from Workday Payroll to a third party service provider including OneSource Virtual, ADP or Ceridian. Workday maintains packaged integrations to these partners for tax filings.

Manage worker tax data, payment elections, involuntary withholding orders and payroll input.

With Workday's intuitive user interface, employees can easily update human resource or benefit transactions as well as view payslips and tax documents, update direct deposit, and change federal exemptions.

Mandatory deductions are system level calculations and will be deducted based upon the employee tax withholding elections, tax tables or percentage depending on the type of tax. Limits will also be in place as required.

Deductions can be prioritized and typically involuntary deductions, such as garnishments and other withholding orders, are taken after taxes. Workday manages all withholding order calculations, including those based on disposable net pay.

Calculate, review/audit, and complete payrolls, settlements, and payroll commitments and payments

Unlike traditional payroll solutions that are rigid and hard-coded, Workday Payroll uses a powerful calculation engine with flexible and intuitive configuration capabilities to let you define your own earnings, deductions, accumulations, and balances. You can recalculate payroll for an employee or a group of employees as many times as needed.

Workday Payroll includes built-in analytics, allowing you to run real time reports and audits on all payroll data. Retrieve and act on payroll data immediately to make adjustments.

Automated audits: Users can define audit criteria and create audit reports at the summary, pay-group, or worker level. Set up comprehensive audits embedded into payroll results and drill into audit alerts to investigate details.

- *Recruiting*

- *Solution must support the recruiting and hiring of new employees: Workforce Management; Requisition Management; Job Posting; Interview Management; and Offer Management*

Workday Response:

Workday Recruiting

Recruiting Solution must support the recruiting and hiring of new employees: Workforce Management; Requisition Management; Job Posting; Interview Management; and Offer

Fully unified with Workday HCM, Recruiting feeds off of real-time workforce and talent information while bringing in additional information that hiring teams need to make the right decisions. Having this in one system enables the entire recruitment lifecycle to occur in one place, thus reducing information transfer gaps and miscommunications. With the information capture happening in real time, the hiring team can stay up-to-date, shorten the recruiting cycle time and get an accurate and holistic view of their organization's talent strategy. Workday Recruiting is the first end-to-end recruiting application designed and optimized for mobile from the start to bring more flexibility, speed, and collaboration to the entire hiring team, empowering individuals to take action from the environment they choose.

Establish Recruitment Strategy and Sources

Workday's unified HCM/Talent Acquisition solution provides your organization with a single source of information from the creation and management of headcount plans through the entire lifecycle of an employee without the need for integrations. You can create headcount plans, define job profiles and determine whether to source applicants and talent internally or externally, all within a single, unified Workday solution.

Develop Selection Criteria

Your selection criteria can be defined within job profiles in Workday including:

- Competencies
- Certifications
- Work Experience

- Training
- Education
- Languages
- Responsibilities

The above and numerous other searchable criteria can be used in determining the right person for the right job using Workday's sophisticated Find Candidates capability.

Analyze and Create Requisition

Workday Recruiting utilizes the information contained within your defined job profiles and requisition templates to facilitate the easy creation and deployment of job requisitions.

Post Job/Position

Job posting functionality within Workday enables you to determine whether jobs will be posted internally, externally or both. Your organization can also post jobs to third-party job boards by using integration connectors to job board aggregators or building custom integrations to specific third-party sites. Additionally, social sourcing is woven throughout Workday Recruiting, letting organizations tap into the social network of their employees or prospective candidates, as well.

Manage Candidate Pool/Screen and Track Candidates/Select Candidate

Workday supports the entire candidate experience including internal and external candidates and referrals. Workday's design approach for Recruiting is to focus on the entire candidate pipeline and ultimately bring everything within Workday so that organizations have complete visibility into their entire candidate pool. All of the functionality within Workday is supported by robust reporting tools that provide everyone in the process with the information they require to make good business decisions. Pre-screening questions help to quickly identify qualified candidates, and scoring and weighting to allow for "knockout" of candidate makes that process even easier. A holistic view for sourcing is provided for internal and external candidates utilizing Workday's faceted search capabilities. This enables internal candidates to search via the "Find Jobs" option and candidates to be found using "Find Candidates" functionality that is designed to emulate on-line shopping sites.

Prepare Job Offer/Prepare for Hiring

Offer Management is seamlessly tied into the Hire Business Process in Workday HCM. With Workday's unified HCM/Talent Acquisition solution, organizations will no longer have the struggle of fractured systems that require integrations and manual processes to consolidate data. With Workday, all information captured for applicants will seamlessly become part of the employee record as part of the hire process. All of the processes within the Talent Acquisition and Employee Lifecycle are managed by Workday's powerful and dynamic Business Process Framework. With the Business Process Framework, your organization will be able to ensure that all of their business processes are followed and that all of the parties involved in an event within Workday receive the notification and tasks necessary to streamline your processes. Workday Recruiting is also the first functional area in Workday to leverage a new Dynamic Business Process framework. This lets users represent what actually happens in the often dynamic recruiting process – not just enter data because a system requires it. This powerful business process framework also reduces administrative work for recruiters, automating processes that usually required manual intervention, and letting recruiters focus on strategic sourcing.

- *Time Tracking*

- *Solution must support time scheduling and time entry.*

Workday Response:

Time Tracking

Solution must support time scheduling and time entry.

Workday leads enterprise application innovation with its consumer-like time and attendance solution, Workday Time Tracking. Simply unified, this software-as-a-service solution works seamlessly with Workday Human Capital Management (HCM), Workday Payroll and Workday Project and Work Management to provide organizations a simplified user experience accessible via the internet.

Built on a global core, Workday Time Tracking is designed for organizations to collect, process, and distribute time data to manage time and labor for their workforce, eliminating manual processes and streamlining time consuming tasks. With a revolutionary user interface, Workday Time Tracking creates instant engagement with the workforce and approvers, leading to accurate payroll and improved productivity.

Workday Time Tracking offers the following functionalities:

- Support of elapsed time entry, punch time entry and/or project time entry
- Intuitive time entry process with ability to utilize quick add functionality including entry by schedule, applying a prior weeks' time, etc.
- Web time entry via web browser and/or mobile device
- Electronic routing of time for approval
- Configurable calculation rules with real-time calculation (e.g., overtime)
- Instant application of validations to time as it is reported, thus ensuring immediate trapping of erroneous time entry
- Schedule setup, assignment and utilization in the reporting and validation of time
- Tracking hourly time against projects for accurate project labor costing

Finally, all time reported in Time Tracking is routed for approval via a business process. Once approved, the reported time is immediately available for use in Workday Payroll with no need for any integration or sending of data. This is due to the truly unified nature of Workday that allows data to flow freely between and among Workday functionality.

- *Financial Management*

- *Core Financials*

- *Solution must support financial management and accounting functionality: Financial Management; Accounting and Reporting; Flexible Account Structure; Supplier Accounts; Customer Accounts; Business Assets; Cash Management; Budgets; Contracts; Billing and Revenue*

Workday Response:

Workday Financial Management is a comprehensive, unified accounting and finance solution, built on a global core to help you manage your financial processes around the world easily and efficiently. With unique features including robust security capabilities, a fully-auditable business process framework, and Worktags for

dynamic, multi-dimensional reporting, Workday can provide your organization with unprecedented controls and insight into the performance of your business.

Workday Financial Management provides unified capabilities, unlike traditional ERP systems that often require additional bolt-ons. By embedding core requirements into the system architecture, Workday provides deeper insight and transparency, with superior governance and control.

- **Finance in the Cloud:** Using a Cloud delivery model, Workday provides organizations with improved ROI and time to value through enterprise-level services and support.
- **Global at the Core:** An adaptable global core supports everything needed to manage your organization globally while adhering to local requirements. Workday supports multi-entity, multi-currency, multi-language, and multi-book requirements, document sequencing and global tax support such as VAT on payment, local asset depreciation and international payment formats.
- **Unified Platform with Built-In Security, Controls, and Reporting:** Workday leverages an adaptive foundation that includes the capabilities traditionally provided by bolt-on Workflow, Governance, Risk, and Compliance (GRC), and Business Intelligence (BI) systems.
- **Business Process Framework:** Workday's Business Process Framework manages every transaction that occurs through the system. All transactions are recorded to create a complete audit history.
- **Multi-Dimensional Financial and Operational Reporting with Worktags:** Worktags are an innovative way to establish relationships between events or records to facilitate reporting. Worktags can be applied onto any transaction and used to break down results or reports into more detail. Supports a flexible multi-dimensional financial data model.
- **Intuitive User Experience and Mobile Accessibility:** Using common constructs like buttons, icons, and links, even the most novice user can get around with minimal training. Workday is accessible on any device that has a browser and an internet connection.

Workday Financial Management product areas include:

- **Accounting and Finance**
 - Core Financial Management
 - Financial Reporting & Analytics
 - Cash Management
 - Business Assets
 - Controls
- **Revenue Management**
 - Contracts
 - Billing
 - Revenue Recognition
 - CRM Integration
- **Management Reporting**
- **Expenses**
- **Procurement**
- **Professional Services Automation (PSA)**
 - Projects
 - Project Billing
- **Grants Management**

Workday Financial Management is unified with the entire suite of Workday cloud applications including Human Capital Management (HCM), Expenses, Procurement, PSA, Payroll and Time Tracking.

Core Financial Management

Workday Core Financial Management is a comprehensive accounting and finance application, built on a global core to help you manage your financial processes easily and efficiently from a single, unified platform. Workday delivers the capabilities of a traditional general ledger through an innovative approach that captures and stores richly described business events. This innovative approach eliminates the barriers of a rigid code-block structure and allows organizations to significantly streamline their chart of accounts. Workday can accurately model multiple operating entities, companies, or business units and complete intercompany transactions easily. It seamlessly handles other key capabilities, like allocations, journal processing, and consolidations.

Financial Reporting & Analytics

Workday Financial Reporting & Analytics can provide your organization with unprecedented insight into your financial position and current state of the business. With Workday Financial reports you can view real-time consolidation results, provide timely management insight into financial reports, and proactively make adjustments at any time. Instant access to the business-event data directly from the transactional system allows you to accurately calculate financial results. The information includes drillable detail for more in-depth analysis.

Budgets and Plans

- Automate the loading of plans, forecasts and budgets or enter manually as needed
- Support multi-dimensional budgets, including unlimited plan types
- Use pooled budgets and budget checking to project payroll costs on their entire population of employees, regardless of staffing model
- Create pooled budgets for specific job families or job family groups to better control which group is subject to a financial or award budget structure Track multiple budgets, forecasts, and plans to compare them to actuals
- Seamlessly track an HCM event against a position or financial budget

Budgetary Control and Commitment Accounting

- Configure funds control as an active condition for processing the transaction; alternatively it can be configured to produce an over-ridable warning.
- Creates statutory encumbrance accounting.
- Provide a mechanism for cost control by prohibiting users from completing transactions if there is no available budget.
- Allows for multiple budgets, multiple dimensions, and multiple hierarchies or levels for greater flexibility.
- Include multiple levels of severity, flexible control periods and cumulative budgets from prior periods.
- Selectively roll forward or close unspent budget to promote well-timed spending, better manage activities for restricted budgets, and prevent accidental spend against a previous year's closed budget
- Provide actionable reports such as Budgetary Balance and Budget Check Exceptions to highlight potential issues for Management.

Allocations

- Automate period end journals using budget-based allocations
- Define allocations, organize them by how often and in what order they should run
- Run pro-forma allocations at any time to provide visibility into fully loaded numbers on demand
- Create necessary accounting to record allocation results

Journal Processing

- Significantly streamline your chart of accounts and eliminate the need to work around a rigid code-block
- Automatically generate journals for operational transactions based on accounting policies and rules defined by your accounting and control team
- Commercial transactions, intercompany transactions, allocations, depreciation, accruals and reversals can all be captured and entered immediately
- Accurately model multiple operating entities, companies, or organizations, and manage intercompany transactions easily
- Leverage Workday's unified security and business process controls to ensure transactions are recorded correctly

Consolidation

- View real-time consolidation results, provide timely management insight into financial reports, and proactively make adjustments before close
- Automate elimination calculations to see complete consolidations at any time during the period
- Easily view currency translations and adjustments for reporting purposes and global financial insight

Audit and Controls

- Role-based security ensures that only designated user types can access defined financial information in the system
- Built-in workflow through the business process framework allows you to define and track approvals, providing a complete audit trail for every transaction handled by the system
- Close different financial business processes at different times, such as closing AP processes a week before month end or AR two days before.
- Business event tracking provides the ability to capture the who, what, where, when, and why of every business event for a more complete picture of how the business got to where it is today
- Easily adapt as regulations change without having to buy more software or consulting services
- Monitor, audit, and track the period close business process for continuous optimization

Financial Reporting

- Run "workpaper" reports, such as trial balances, ledger details, and reconciliations for analysis and control
- Create consolidated financial statements including P&L reports, balance sheets and cash flow statements in functional and reporting currencies
- User-defined reports can be created and run at any time to provide insight whenever and wherever it's needed
- Columnar controls enable deep, rich contextual insights into financial data. Display financial statements by time series and include comparative ledger and variance for each column within a multi-column report
- Drill down capability into calculated fields enables organizations to easily navigate to the actual source of any reported field, helping to deliver holistic business insights needed for more informed decision making
- View all information in tabular or graphical format for display or download to Excel
- Get real-time business intelligence across all areas of your company with personalized dashboards
- Securely access financial reports from anywhere using a web browser or mobile device
- The ability to create report groups and schedule groups as part of monthly close process

Endowment Accounting

To assist universities in managing their endowed gifts and associated accounting, the solution provides a single system of record that eases management of funds. Specifically it includes the following functionality:

- Distributes income with the ability to configure the pool, manage fees and reinvest the income.
- Manages share sales as well as intra pool share transfers, including the ability to define how long endowment shares must be held before being considered for payout.
- Provides for university accounting's interest in the pool including charging management fees and income distribution when the fair market value changes.
- Ensures gift details and a mass contribution page to keep gift specifics intact.
- Reports on share sales, income distributions, transfers, investment pools and underwater gifts.

Cash Management

Using Workday Cash Management, companies can automate the coordination and control of cash-flow activity. Workday can automate administrative and control activities, such as bank statement reconciliation, and also provide embedded actionable analytics enabling informed decision-making.

Banking

- Track and manage your business's financial institutions, branches, and bank accounts
- Create depository and source bank accounts
- Transfer funds between accounts, record voided checks, and run detailed transaction reports

Bank Account Reconciliation

- Load bank statements using BAI2 file format
- Automatically reconcile based on user-defined rules and generate transactions for first-notice items
- View suggested matches to unreconciled items, and create resulting account reconciliation entries

Settlement

- Leverage a unified settlement engine to manage all payments across the entire business for any purpose, resulting in improved cash visibility and management
- Settle payroll, supplier payments, employee reimbursements, customer refunds, etc. from one place
- Process direct debits, customer credit cards, paper checks, other electronic transactions (ACH, EDI, ISO20022) and positive pay
- Support ad-hoc transactions to record miscellaneous activities against bank or petty cash accounts
- Capture approvals and automate routings, integrations, and reports from settlement and payment release through bank reconciliation

Real-Time Cash Forecasting

- Get overview of outstanding inflows and outflows to support decisions about funding, paying, and collecting money
- Get real-time visibility into cash balances to more accurately forecast cash flows in the future
- Drill down across and through operational transactions for more detailed reporting insight

Business Assets

The world of "assets" has changed significantly since traditional Fixed Asset systems were designed and deployed. Assets used to be large, expensive, and fixed to the floor. While traditional Fixed Asset systems

managed the accounting of large, immobile assets, they were never designed to help companies manage the high-value, low-cost assets that so many businesses now rely on such as laptops, cell phones, web-conferencing accounts, and other "utility belt" items that are often provided to workers today. Just because these items are small and inexpensive doesn't mean they aren't important to your business.

Workday Business Assets combines the traditionally separate domains of fixed assets and inventory with the ability to manage high-value, low-cost items such as mobile phones and security badges. The key to business asset management is the separation of business asset accounting from business asset tracking. By separating the accounting and tracking processes and decisions, it allows all business assets to be accounted for according to accounting rules and tracked according to business use. Customers can track and manage business assets throughout their entire physical and accounting lifecycle, and have complete visibility into the entire history of an asset, from procurement to disposal. Support for multiple depreciation schedules enables reporting across different accounting standards and facilitates compliance.

Business Asset Accounting

- **Use Multiple Accounting Treatments:** Choose the appropriate accounting method: capitalize and depreciate/amortize, stock and issue, or expense.
- **Handle Lifecycle Accounting:** Create appropriate accounting for all asset lifecycle events including acquisition, transfer, and disposal.
- **Automate Depreciation/Amortization:** Define depreciation parameters by asset type, such as useful life, depreciation method, or posting convention. Automatically set up depreciation schedules upon asset acquisition. Post depreciation expense and manage accumulated depreciation.
- **Manage Multiple Depreciation Schedules:** Support for multiple depreciation schedules helps reduce errors and allows more support for reporting across different accounting standards
- **Flexible Web Service:** Integrate to 3rd party tax depreciation systems via Web Service for tax authority reporting.
- **Account for intangible assets:** Track the licensing of intangible assets and amortize based on terms defined in the supplier contract

Business Asset Tracking

- **Track and Manage any Business Asset by use:** Whether the business asset is a cell phone, cell phone plan, laptop, building, WebEx account, or product inventory, Workday allows you to invoke inventory management activities and controls such as stock, issue, and return for assets with the same level of physical tracking traditionally available only in Fixed Asset systems.
- **Manage Pooled and Composite Assets:** Group similar, tangible items and register them as a single asset in Workday. Once registered, you can place a pooled asset in service, as well as depreciate a capitalized pooled asset as a single asset. All asset lifecycle events apply to the single, pooled asset. Link related assets to each other to form a single composite and include components from both pooled assets and individual assets.
- **Track Zero Cost Items:** Track items, such as security badges, that have no individually trackable cost but for which physical tracking may be crucial.
- **Assign Custody and Responsibility:** Create a reportable link between issued business assets and the receiving worker.
- **Reclaim Business Assets:** Business assets that "walk out the door" when an employee leaves the company are a significant cost leak and security risk for most companies. Business Asset Tracking makes it easy to reclaim business property from a worker upon their separation from the company.

Controls

Workday shatters the traditional model of bolt-on Governance, Risk, and Compliance (GRC) systems that only marginally meet the needs of various requirements around the globe. Only Workday provides built-in

controls at the transaction level to help you ensure that your organization efficiently and accurately complies in all regions in which it does business.

The world is constantly changing, and as a result, organizations need better solutions to manage and oversee their internal audits and controls to ensure they are adhering to the ever-evolving regulatory landscape. Workday has built in functionality to help organizations easily adapt to changing regulations and business requirements, without having to purchase additional GRC components. Workday enables organizations to proactively set guardrails in place to accommodate local regulations around the world, increase process visibility, and reduce overall risk.

Business Processes and Controls

- Leverage Workday's built in Organizational Management and Business Process Framework to configure specific processes, approvals, and controls
- Adapt business processes whenever new regulations are passed without having to re-implement your financial system

Security and Audits

- All Workday business processes are fully auditable and track the who, what, when, and why of every change made to the system
- Centralized security profiles and roles allow more comprehensive view of data access rules and business activity permissions across an entire global organization
- Built-in and custom reports can be used to get information and regularly monitor system activity for red flag activity

Global Perspective

- Manage all your business controls centrally, while still allowing for variations for local regions or specific countries
- Monitor and compare how business processes are working to optimize for efficiency around the world
- Report across all business lines, legal entities, or countries to confidently configure your system to best meet the needs of your business and local regulations

Revenue Management

Workday Revenue Management helps organizations manage the entire contract-to-cash process for more efficient, accurate processes and accounting results. Workday provides the ability to integrate with any external CRM system and leverage configurable, automated processes for contract management, billing schedules, and revenue recognition. Workday enables a 360 cross-functional view of customers to improve customer satisfaction, accelerate cash flow, and empower your organization to be more productive while reducing the risk of errors in financial results.

View and edit customers / sponsors and populate reports regarding customer invoices, payments, contracts, and relationships in one centralized, configurable dashboard.

Contracts

Today's customer contracts are becoming more advanced and complex, requiring contract management solutions that can accurately record, approve, and account for them. Workday Contracts enables your organization to effectively create, approve, and track customer contracts to help maximize visibility and minimize risk to your organization.

Customer Contract Management

- Gain deep visibility into the full lifecycle of contracts from initial sales agreement through billing schedules
- Capture the financial terms of the contract and route contracts for approval before billing and revenue recognition start
- Use a contract work area as a central place to manage all customer contracts
- Enter contracts with different sold-to and bill-to customers
- Support contract co-termination
- Automatically create customers through integration with any third-party opportunity management system using the Workday Integration Cloud
- Support for international trade

Amendment Control and Audit

- Capture notes and attach documents throughout the contract lifecycle for unified contract information
- Use amendments to track every contract change throughout the life of the contract and view entire history of contract amendments
- Leverage separate approvals and controls for any amendments to existing contracts

Contract Renewals

- Track start dates and end dates on each contract element
- Use end dates to trigger notifications for upcoming renewal opportunities
- Reduce revenue leakage by enabling the sales team to pro-actively identify contracts coming up for renewal

Billing

Workday Billing provides support for various types of billing and payment terms to help your organization automate and increase accuracy of your customer invoices. Reduce the need for manual intervention and minimize revenue leakage thanks to automated configurable billing processes.

Automated Billing

- Automate billing for various types of products or services, including one-time or recurring, time and expense billing, and/or milestone billing
- Bill in regular intervals and/or tie different types of milestones to the overall schedule and/or specific installments
- Create consolidated invoices from multiple contract lines in different contracts
- Route for approvals before invoice is issued
- Issue electronic invoices through email or paper invoices through the mail

Accounts Receivables

- Configure rules to automatically apply customer payments to invoices
- Support multiple payment methods including credit card and direct debit
- Gain insight into comprehensive customer details, including past activity, current and overdue balances, and aging history
- Work in Process reports provide insight into upcoming invoices for future cash flow analysis
- Directly link invoice adjustments to invoices
- Record and deposit a customer payment as a single consolidated step or separately to support the unique requirements of the specific transaction

- Manage payment returns
- Create Day Sales Outstanding and Delinquent Days Outstanding reports to review collections efficiency
- Enable a shared services model to easily and efficiently process receipts on behalf of related entities

Revenue Recognition

Scrutiny on when and how much revenue can be recognized is continuing to increase. Workday enables you to manage billing and revenue recognition independently so that you can recognize the right amount of revenue at the right time. Configurable processes and schedules help your organization manage and account for revenue in accordance with today's guidelines, and adapt and comply with evolving rules and guidelines.

Revenue Schedules & Accounting

- Create revenue recognition schedules to reflect correct timing and amount of revenue to recognize
- Combine contract lines in a revenue recognition schedule whenever they logically go together
- Recognize revenue in regular intervals and/or tie different types of milestones to the overall schedule and/or specific installments
- Configure business processes on revenue schedules to ensure appropriate approvals before revenue recognition starts as well as revenue is recognized
- Recognize revenue based on:
 - Number of days in the period
 - Spread even
 - Defined installments with optional different first and last installment amounts
 - Custom installments

Revenue Reporting & Forecasting

- Get real-time insight into forecasted revenue and deferred revenue
- Have visibility into short and long term deferred revenue, by contract element, contract and customer
- Maintain real time visibility to your deferred revenue waterfall by different dimensions giving you key insight into your revenue forecast and potential deferred revenue exposure

CRM Integration

A packaged integration with Salesforce CRM provides visibility, automation, and accuracy across the quote to cash process through a bi-directional cloud-to-cloud interface.

- Automatically correlate opportunities and sales created in Salesforce to new opportunities and customers in Workday.
- Send spend information captured in Workday back to Salesforce to track spend by opportunity.
- Improve interdepartmental communication and productivity thanks to transparency between systems.
- Reduce the administrative workload by eliminating duplicate or manual processes for orders and billing.

Workday also supports the ability to integrate to other third-party CRM solutions through the Workday Integration Cloud.

Supplier Accounts:

Workday supports a full business processing for Suppliers – as depicted below in the diagram. The Full Lifecycle event activities associated with Supplier Management

- Scheduled Invoices
- Supplier Contracts
- Supplier PO's
- Goods Receipts
- Deliverable Services
- Supplier Invoices
- Supplier Settlement
- Supplier Reporting
- Payables Aging
- Supplier Portal *WD25

Management Reporting and Analysis

Workday goes beyond the basics of financial reporting and provides powerful intelligence for executives and operational managers without additional investment for external systems.

With Workday, you can equip your most valuable asset, your people, with the financial information they need at the point of decision, giving your organization a significant competitive advantage over those using legacy systems.

Insight for Competitive Advantage

- Eliminate wait times for closing books or consolidation of data thanks to fast transactions *and* fast reports from a single unified system
- Get a global overview quickly thanks to a single, unified, globally-aware system that inherently understands multi-currency and multi-entity distinctions and consolidations
- Compare the differences that may arise when reporting in US GAAP, non-GAAP, or IFRS — without having to wait for closing of the period

Insight by Any Dimension

- Report across any dimension of your business, such as by legal entity, cost center, location,, team, or any other organization structure
- Financial statements can be viewed by a specified dimension other than Legal Entity, such as by Division or Business Unit for greater insight into the organization
- Understand true profitability or effectiveness of any business activity by aggregating data using Worktags, e.g. by marketing campaign, work initiative, customer, etc.
- Track any activity that has a financial impact by worker (employee or contingent), to help inform manager approvals for future spend

Insight at the Point of Decision

- Rely on security rules to ensure managers can only see into the teams, organizations, or activities they are allowed to have insight into
- Grant access to managers and decision makers to view or configure user-defined financial reports that impact their day-to-day jobs
- Embed analytics into specific business processes, so that approvers can understand the impact of the decision or approval they are making on their budgets, plans, or targets

Composite Reporting in Report Writer

- Design and deploy reports with the power and flexibility of a spreadsheet
- Report data is delivered in real-time from Workday's in-memory data store
- Composite Reports are deployable to mobile, drillable and actionable, and exist in Workday's native security model

Sample report: P&L Statement with Headcount.

Note the compilation of Revenue, Cost of Sales, Gross Profit, and Net Income data pulled from Actuals and Budget ledgers, a calculated variance amount and percentage.

Headcount data is also pulled from Workday HCM for a complete P&L viewpoint.

• Grants

- *Solution must be able to administer and report on awards from 3rd parties such as the federal government, foundations, or other funding institutions: Manage Sponsors; Record Awards; Manage Hierarchies; Calculate Facilities and Administrative Costs; Manage Budgets and Balances*

Workday Response:

Grants Management

Grants are an important funding source for many organizations. At the same time, organizations that provide grants—whether they are government agencies or non-profit institutions—are placing more scrutiny on the use of these funds as well as demanding greater transparency. In this environment, fully featured grants management solutions are vital to an organization's fiscal well-being.

Built with our strategic design partners in education and government, Workday Grants Management can handle administration requirements for a range of organizations. Unified with Workday HCM, Payroll, and Financials, Workday Grants Management reduces the number of manual hand-offs and integration points to improve accuracy, visibility, and compliance. The application provides a central location for recording proposals, transforming proposal budgets into award budgets, and reporting on awards against proposals, and automates the post-award process, including:

- Managing and capturing grant-related expenditures
- Certifying effort of principal investigators and other key personnel working on a grant – in addition any changes to effort is automatically adjusted with retro accounting process.
- Recording and assigning tasks (e.g., contractual deliverables) to individuals and reporting on the status of those tasks
- Determining facilities and administration costs with a robust, configurable calculation engine
- Performing accounting related to grant activity, including revenue recognition and associated journal entries
- Using grant worktags as the target and offset in financial allocations, and calculating F&A and cost reimbursable revenue for allocations posting to grants
- Ensuring balanced accounting for awards spanning major business units across an organization, such as a School of Engineering or School of Medicine
- Reporting to sponsors with the level of detail they require
- Billing sponsors based on the unique requirements of a particular award

Purpose Built for Grants Management

Workday Grants Management is different by design from many other solutions on the market today, which are built on top of systems that were originally designed to manage projects. As a result, these systems do not capture the subtleties associated with grants, such as different sponsor types and grant hierarchies.

With Workday, grants are treated as separate objects, enabling rich multi-dimensional reporting. Detailed information about the grant can be tracked—including the award, award type, sponsor, sponsor type, associated tasks, and facilities and administration rate agreement information. Workday Grants Management can also track and manage different types of awards with unique revenue recognition and billing requirements, such as cost reimbursable and fixed price awards, and can accommodate prepaid awards as well.

Unified, Fully Automated Solution Improves Efficiency

Workday Grants Management is unified with HCM, Payroll, and Financial Management, which reduces the number of manual hand-offs and integration points, leading to an improvement of data accuracy and efficiency. Workday Grants Management also includes a robust engine to calculate facility and administration costs that need to be recognized and ultimately billed to the sponsor. Workday's facility and administration engine allows customers to establish rules that govern how those costs are calculated, and then modify those rules as necessary. Once these costs are calculated, information is automatically shared with Workday Financial Management so total revenue for the grant can be recognized.

The application also includes flexible billing and collections capabilities. Sponsor billing can be scheduled to run automatically or can be performed manually, and any pre-payments can be selectively applied. In addition, Workday Grants Management automates the calculations associated with letter of credit draw requests for any related awards.

Integrated Effort Reporting

Integrated Effort Reporting Tracking and certifying the effort that is spent working on a particular grant is typically a manual, error-prone process. As part of Workday Payroll and Time Tracking, Effort Reporting is an online solution in which researchers are able to digitally certify the percentage of their time that is allocated to a particular grant or activity. This improves efficiency and compliance and reduces errors.

Improved Visibility into Grant Activity

With grants comprising a large source of funding for many organizations, improving visibility into this revenue stream is critical. Workday Grants Management offers rich, multi-dimensional reporting capabilities to provide organizations with strategic intelligence about their grant activities. Customers can access detailed information about grant activity such as viewing grant budget vs. actual expenses; comparing grant activity by sponsor, billed expenditures for invoices and letters of credit; analyzing award success rates; and comparing expense levels across multiple grants. Customers can provide reports to decentralized users, such as researchers or departmental administrators, increasing productivity of principal investigators assigned to specific grant dollars. These analytics are available directly from Workday without having to go to a separate business warehouse.

Improved Compliance & Control

Complying with reporting regulations is critical for any organization that accepts grant funding. As a unified solution, Workday Grants Management automates the post-award process to reduce manual errors. Workday Grants assists with facilities and administration and revenue recognition calculated on all transactions for grants, including manual journals that enable customers to bring in outside expenses from service providers or third-party payroll sources. In addition, Workday's reporting capabilities help customers report facilities and

administration charges, and the audit capabilities ensure that any transactions or changes to a business process are tracked in the system, further enhancing compliance.

- *Projects*

- *Solution must be able to support the creation and management of projects and other initiatives: Build Plans; Utilize Project WBS; Phases; Tasks; Milestones; Planning and Staffing*

Workday Response:

Workday Projects

Workday Projects takes the traditional project management space and redefines what it means to manage real work.

Although projects may always be considered work, not all work necessarily happens within the confines of a project. With Workday, your organization can track all types of work, project-based or non-project-based, to get unprecedented insight into what your people are doing and how successful they are at doing it. Traditional project management systems are detached from Human Resource (HR) and Spend Management systems, but Workday Projects is delivered on the same platform as Workday Human Capital Management, Workday Expenses and Workday Procurement, enabling you to easily plan, staff, manage, and analyze the work being done by your organization.

Project Management

- **Demand Forecasting:** Enable superior portfolio and project planning with built-in, real time demand forecasting and utilization reports.
- **CRM Integration:** Integrate to a CRM system to better understand your organization's resource demand
- **Model Project Work:** Model potential scenarios to optimize resource allocation and project pricing. Divide your work plan into phases, tasks, and milestones to support billing and profitability analyses.
- **Monitor Project Success:** Track project progress and status over time, and make on-the-fly resource substitutions to improve resource utilization.
- **Mobile Projects:** View always-current project information on a mobile device and take action. Traveling project managers can quickly view a project's progress, time cost, project spend, and the project plan, resource plan, and associated risks. They can also make edits to project progress, mark task completion, and leave a memo to communicate with a project team.

Resource Management

- **Workday Recruiting:** Easily link unstaffed job openings to job requisitions for external fulfillment.
- **Optimized Project Staffing:** Drive the staffing process by project priority, start and end dates, and potential contract revenue. You can quickly search for and compare workers for a project by experience, qualifications, location, costing rate, and more. And, you can track detailed skill requirements on the resource plan.
- **Unified Absence Management:** Use Worker Availability Timeline to staff teams with available, qualified workers, and account for workers on PTO, leave of absence, or assigned to another project.
- **Collaboration:** Project staffing requires teamwork and negotiation. Use the project activity stream to stay on top of project-related changes and discussions.

Time Tracking & Expense Management

- **Mobile Time Tracking:** Provide anytime, anywhere access to timesheets for all workers using a mobile device.

- **Mobile Expense Capture:** Capture expense receipts on a mobile device, enabling a faster, more efficient reimbursement cycle.
 - **Mobile Approvals:** Make Time and Expense approvals immediately available to project managers on their tablet or desktop. As transactions are approved, the time or spend will be updated on the budget in real time.
 - **Unified Project Billing and Accounting:** Project status and costing details update in real time, enabling you to speed up project accounting and bill customers more accurately based on time and costs incurred.
- *Project Billing*
 - *Solution must be able to bill customers for specific projects: [Configure Rates](#); [Apply Rules](#); [Review and Approve Billable Transactions](#); [Invoice Customers](#)*

Workday Response:

Workday Project Billing

Project Billing uses information from customer contracts and Workday Projects to create an end to end billing process for billable projects. With Project Billing, you can:

- Maintain a multidimensional project rate sheet.
- Create rate sheets for customer contracts that include detailed billing rate rules that Workday can use against billable rates.
- Set up a billing schedule to invoice customers.
- Review and revise, if necessary, all billable transactions for your projects.

Project Rate Sheets

Workday enables you to set up multidimensional project rate sheets to support your company's billing rates. These are the rates you'll use to bill your customers against projects. Use project rate sheets to define the project pricing dimension using rate categories. You can create multiple project price lists based on rate categories, such as customer size or project type. You then use the project rate sheet to define the contract rates.

Workday Time Tracking and Project Billing

In Workday, workers can log time spent on projects using Workday Time Tracking, which integrates seamlessly with the Workday Project Billing solution. You can use the Review Billable Project Transactions task to:

- Review and approve time spent on projects.
- Edit time block entries.
- Preview and edit the billing rate rules applied to project time blocks.
- Override the rate to bill and the hours to bill for approved time blocks.
- Invoice customers for time logged to the project.

Billing Rate Rules

Workday provides standard billing rate rules to give you more granular control of your billing rates for your time and expense billable projects. You can set up billing rate rules in advance for your project-based

contracts to control the rates at which you bill your customers. Workday delivers 6 standard billing rate rule types for users to configure to meet the billing requirements for each of the projects:

- Expense Caps (Expense)
- Override Rate (Expense, Supplier Invoice, and Time)
- Project Caps (Time)
- Tiered Rate (Time)

You can use 1 or all of the billing rate rule types to create a set that meets the billing requirements for each of your billable projects.

Percentage of Completion Method of Accounting

In Workday, you can recognize revenue based on the percentage of completion accounting method. Workday automates the ability to calculate and recognize revenue based on percent complete for fixed fee projects.

Milestones

Milestones provide you with additional control for when a schedule or specific installment can be processed. You can assign an unlimited number of milestones to schedules and installments. If the installment or schedule has any pending milestones, Workday won't process it.

Workday supports these types of milestones:

- *Customer Dates:* You configure standard date milestones then use those milestones as the basis for creating customer date milestones.
- *Project Tasks:* Project tasks marked as milestones in the project are selectable. A common use case is for billing to occur when a project deliverable is completed.
- *Billing Schedule 1st Invoice:* Indicates that billing has started. A common use case is for billing to trigger that revenue recognition can start.

Billing Schedules and Installments

You can link contract lines that span multiple contracts for the same company and customer to the same billing schedule. You can define schedule types so you can classify your schedules to facilitate searches, approvals, and reporting. Each billing schedule has a billing frequency, billing method, start date, and either end date or number of installments. Workday creates installments based on the schedule start and end dates, which can be different than the contract line start and end dates. You can also define what invoice date to assign, which can be different than the installment start date.

Workday supports these billing methods for each billing schedule. You have the flexibility to change the billing method throughout the life of the schedule:

- *Defined Installment:* Each contract line has a regular installment amount. The first and last installment can be different to support proration
- *Spreadeven:* The contract line amount is spread over a set number of installments
- *Custom:* You can use this method to create a schedule from scratch or update a schedule that was created using a different method

A billing schedule includes one or more installments. Each billing installment ultimately creates a customer invoice and each installment line becomes an invoice line. One contract line is associated with each installment line and many of the installment line attributes are derived from the contract line. Once installments are generated, you can manually update individual installments. If you use a custom schedule, you can edit all installments at once. Workday assigns an Out of Balance status if:

- Any contract lines in a non-custom schedule are not exactly scheduled in installments.

- Any contract lines are scheduled to be over-billed in a custom schedule.
- Once the billing schedule is approved, its billing installments become available to create customer invoices.

Create Customer Invoices from Billing Installments

In the Create Customer Invoices from Billing Installments task, you can enter criteria to select billing installments that are available to invoice. You can then indicate whether those invoices should be automatically submitted for approval. You run this process in real time or as a scheduled process. Workday ignores billing installments with pending milestones. Once you create a customer invoice from a billing installment, you can drill back to the billing installment from the invoice. You can configure your customer invoice business process to treat invoices created from billing installments differently than manually entered invoices. You can make limited changes to the customer invoice and add additional lines. Workday reflects any changes to invoice line amounts in the billing installment. If you have invoice adjustments, you can manually create invoices that reference contract lines. The contract line billed amount reflects all approved invoices.

▪ Procurement

- *Solution must support the procure to pay process: Manage Suppliers; Supplier Contracts; Requisitions; Purchase and Change Orders; Receipts; Goods and Services Sourcing; Track and Analyze Spend*

Workday Response:

Workday Procurement

Designed to address the unique requirements of both goods and services procurement, Workday Procurement does not require you to deploy a multitude of disparate systems to bring your spend under management. From the requisition process all the way through to payment, Workday supports and manages the information, policies, and processes relating to the acquisition of goods, services, and contingent labor for your organization.

Procurement Dashboard

- Enables high volume procurement and monitoring via six Spend Analysis reports.
- Modify and adapt dashboard metrics based on your organization's needs.
- Segmented managed and unmanaged spend enables you to act on transactions and payments in real time.

Supplier Management

- Collaborate with and manage the suppliers you buy from via a localized Supplier Composite View.
 - Negotiate contracts with suppliers to reduce prices on frequently purchased items.
 - Analyze spend breakdown by supplier.
 - Act on supplier invoices.
- Use hierarchical commodity code taxonomies to classify purchases of goods and services and the suppliers who provide them.
- Easily set up and maintain your entire set of suppliers. Transact directly with independent contractors, precluding the need to setup redundant suppliers.
- Load supplier catalogs using common classification schemes.
- Transact with suppliers leveraging industry standards such as Punchout.

Supplier Contracts

- Establish spend policies including thresholds, item pricing, expiration dates and contract documentation for both goods and services spend.
- Configure Procurement business processes to validate against item thresholds, protecting buying organizations from price increases that are not agreed upon.
- Configure recurring payments to model scenarios such as rental agreements and rights as assets directly from supplier contracts.

Requisitions

- Put purchase requests in the hands of your global workforce while still maintaining spend controls.
- Enable employees and managers to create, submit, and approve requisitions automating existing manual and paper intensive processes.

Purchase Orders

- Support and act on purchase orders for goods, contingent workers and delivered services.
- Forecast payables to suppliers, reducing cash flow risks.
- Collaborate with suppliers through a portal as well as through XML/EDI.
- Configure business processes based on the context of each supplier and/or order.
- Support for AMEX P-card transactions throughout the entire procure to pay process, from requisitions and purchase orders, approvals, settlement and reporting

Receiving

- Track receipt activity against your Purchase Orders.
- Receipts encompass standard goods receiving (which can flow to business asset tracking), contingent worker timesheets and deliverables activity logs.
- Leverage a common business process that provides configurable receiving steps as well as support for Evaluated Receipt Settlements (ERS).

Invoicing

- Take advantage of paperless receipt of supplier invoices and electronic payments to maximize processing efficiency.
- Enable the system to receive invoices over the web directly from supplier systems or leverage Workday's Supplier Collaboration portal that allows suppliers to "flip" a Purchase Order to an Invoice.
- Invoicing works seamlessly with procurement to support standard two and three way matching.

Settlement

- Leverage a single settlement engine to manage all payments generated across the entire business for any purpose—such as payroll, supplier payments, employee expense reimbursements and customer refunds.
- Manage your regulatory filing of 1099 Misc for Independent Contingent Workers.
- Packaged integration to support AMEX KR1075 format

Real Time Spend Analytics

- Leverage built-in spend analytics that allow full visibility into your organization's spend drillable by valuable business dimensions such as supplier, spend type, and more.
- Deploy analytics to all levels of business leaders leveraging the power of Workday's organizational security model.

- *Inventory*

- *Solution must support central stores inventory: Storage Locations; Physical Counts; Adjustments; Valuations; Units of Measure; Replenishment; Automatic Re-order Points*

Workday Response:

Workday Inventory

Workday design principles for New Inventory Management:

Simple: With an intuitive UI and Role based experience

Flexible: With configurable business processes, business rules and flexible locations

Mobile: Transactions on mobile devices and no need for specialized mobile infrastructure.

With WD25 we are building a solution for internal supply chains by:

- Building a new Inventory product
- Enhancing our existing Procurement product

Key functionality:

Track and Manage Inventory

Material Movements within Inventory locations – (Stores ../ Warehouse)

- Ad Hoc Put-Away- Inventory for items not tied to a 'receipt' or a 'stock request'
- Put-Away –Receipts for items acquired through procurement.
- Put-Away – Plan Inventory
- Quick Issue of Inventory
- Transfer of Inventory
- Inventory Cost Markups for Inventory movement
- Move Inventory
- Adjustment of Inventory
- Inventory Transaction activity report

Inventory Balances Reporting

Fulfillment

Transfers across sites and internal issue of goods

Stock Request

Workday provides multiple ways to create a 'Stock Request'

- Create the Stock Request
- Create Picking List
- Pick Inventory
- Create Shipment
- Put-Away at Destination

Adjustments

Ad hoc adjustments of quantity on hand

Reasons for the Adjustment:

- Damage
- Loss
- Restock
- Count
- Adjust Inventory Levels

Costing and Accounting

When an inventory transaction business process completes, the accounting journal for that transaction is generated immediately.

- An accounting date is maintained for each inventory transaction with the date the journal entry posts to the ledger.
- Workday Inventory uses perpetual average costing method.

Perpetual Average Cost

- Updated with completion of each put-away transaction
- Updated when invoice price variance is recognized
- Manual updates may be performed

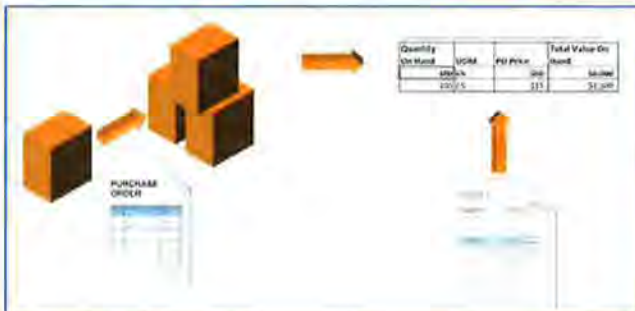
Freight, tax, and other charges may be included in on-hand value

- Allocations based on material cost



On Hand Quantity: 32
Average Unit Cost: \$8.9375

Invoice Price Variance Cost Adjustments



On-Hand Inventory Cost Report - Displays value of all quantities on hand, regardless of whether a journal entry has been created for the inventory transaction

Inventory On-Hand Value Report - Total value of goods on hand in inventory for inventory transactions which have been posted to the general ledger.

- **Adjustment Transaction Value Report**
- **Inventory Transaction Accounting Report**
- **Transactions Updating Average Cost Report**
- **Unposted Inventory Transactions Report**

Replenishment

Monitor stock levels and replenish when available inventory drops below a designated reorder point

Replenishment Options:

- Create a Requisition
- Create a Stock Request Transfer
- Create a Notification



Replenishment Calculation:

[Calculated Inventory <= Re-Order Point → Replenish]

- Minimum and maximum reorder point
- Fixed order quantity

Types:

- Automatic creation of requisition
- Notification and manual creation of requisition
- Automatic creation of transfer stock request
- Notification and manual creation of transfer stock request

Mobile

Dashboard Reporting – via Mobile device

Picking – via Mobile device

WD-26 → '(Subject to Change') Future Capabilities for Inventory - Core Processes

- Returns from Inventory
- Par Inventory
- Cycle Count

Usability & Reporting

- Barcode scanning
- Mobile – more transactions
- Additional dashboard reports

- *Expenses*

- *Solution must be able to support employee expense processing: Expense Reports; Reimbursements; Rules; Approvals; Spend Analytics*

Workday Response:

Workday Expenses

Employee expense processes are people processes. Ultimately, your people plan, spend, record, and approve all employee expenses. As a result, stand-alone expense systems that were built independently from HR or procurement-based systems often fail to achieve your objectives of controlling organizational spend. Workday Expenses is different at the core because it is unified with Workday's market-leading HR solutions, creating the optimal expense solution for your people-driven enterprise. Workday Expenses is unified with Workday's market-leading HR and Financial Management solutions, creating the optimal expense solution for today's people-driven enterprise. Workday Expenses can also be integrated to your existing financial management solution for improved processing and visibility into spend data.

Streamlined Business Processes

- Configure expense management processes and controls to meet your specific needs, eliminating manually intensive and costly paper-based processes.
- Easily attach scanned or photographed receipts to expense reports that are then available for review during and after approvals and payments.
- Connect any travel or credit card provider with employee expenses and itinerary data, expediting travel-related expense and management reporting.
- Build dynamic workflow approvals and notifications leveraging worker and transactional information such as location, organization, the work people are doing, and transactional details such as total expense amount or expense item types.

Unified Solution

- Take advantage of the strong worker foundation of Workday Human Capital Management as well as unification with Workday Payroll and Financial Management for reimbursement and accounting of employee expenses.
- Instantaneously leverage changes to worker data that happen in the HR system—such as a worker's role, position, organizational assignment, or management chain—without having to synchronize data between two disparate systems.

Consumer-Like User Experience

- Improve adoption of the system by your global workforce and reduce the number of systems required by leveraging the same easy-to-use, consumer-style user experience delivered throughout Workday.
- Minimize data entry resulting in more complete and timely data in the system and more accurate financial records. Capture and approve expenses on the go from any web-enabled device.

Full Audit and Control

- Configure proactive controls, such as spend authorizations and spend freezes, to help plan for, control, or halt spending.
- Ensure proper audit trails as every system change is stored, tracked, and time-stamped. Business processes configurations and security settings are self-documenting and can be rendered to PDF on demand.
- Gain unprecedented visibility into processes and transaction history for Finance and auditors ensuring compliance with corporate and regulatory requirements such as Sarbanes-Oxley (SOX).

Real Time Reporting and Analysis

- Gain real time consolidated insight into spend for Finance, Executives, and line managers to help with managing actual spend to budgeted spend as well as negotiating corporate travel rates or discounts.
- Leverage a suite of pre-built reports for display on the dashboard or iPad, as well as a robust report writer for building custom reports.
- Take full advantage of Workday's multi-dimensional business data to analyze spend not only by spend category and worker but by any relevant business dimension such as customer, project, or region.

Global Support

- Empower your global workforce to use Workday in their preferred language.
- Enable different regions and locales to configure their own rules through the Business Process Framework with no impact to other geographies while still maintaining global visibility throughout the organization.
- Configure local travel and expense customs and rules—such as local allowances and per diems, vehicle mileage reimbursement schemes, and many global credit card formats.
- Leverage full multi-currency support for expense report transactions, reimbursements and accounting.
- Leverage support for recording and reporting Value Added Tax (VAT), enabling both reimbursable and non-reimbursable treatments.

Fast and Efficient Settlement

- Leverage the efficiencies of a single settlement engine to manage all payments generated across the entire organization for any purpose—such as payroll, supplier payments, credit card payments, employee reimbursements, and customer refunds.
- Easily integrate to an external Payroll or Accounts Payable system leveraging the Workday Integration Cloud.

The single settlement engine in Workday enables you to manage all incoming and outgoing payments in one place across your entire business. This unified infrastructure controls the financial inflows and outflows of your enterprise and gives you the analytic data you need to make informed decisions.

• *Reporting and Analytics*

- *Solution must support the ability for end users to create and manage their own reporting in real-time.*

Workday Response:

All of Workday's reporting and analytics are accomplished using built-in functionality (not a third-party tool) that takes advantage of Workday's object management system to drill in to detail and take action at any level of the analytic. The ad hoc reporting functionality is simple to use and does not require the user to

understand database structure or file/field joins. All data stored in Workday is available within the in-system reporting tool, regardless of functional area.

- *Embedded transactional and business process reporting and drill-down*

Workday Response:

Workday in-memory, object model based architecture provides real-time, multi-dimensional reports and analytics with the ability to drill down to transaction-level details. Since the analytics and reporting tools are built-in to the Workday platform and not delivered as an "add-on" or a "bolt-on" users can then take immediate action in Workday directly off any report or analytic.

- *Ad-hoc report creation with on-line, print, spreadsheet and/or PDF integration.*

Workday Response:

All reports in Workday can be printed to PDF, exported to MS Excel or viewed online via the HTML version of the report.

- *Management reporting at any level of organization and/or account or budget elements.*

Workday Response:

Workday provides the Budgetary Balance report to manage budget, commitment and actuals by organization and expenditure.

You can create and report budgets by individual fiscal year, or you can create budgets that span fiscal years. Financial Statements allow you to report Project Life to Date Budget to Actual detail.

The Budget Check Exceptions Report includes budget items that have exceeded the available balance.

You can also use our analytic reporting toolset to extract data out of Workday and feed it into an external application such as a data warehouse. Workday delivers unique capabilities that allow customers the ability to create and define their own APIs. If only a subset of fields within Workday services are needed for a specific integration, then a custom API that contains only those needed fields can be built. This API can then be consumed by Workday or any third-party integration tool.

- *Complex multi-dimensional reporting for financial statements and statutory reports.*

Workday Response:

Workday delivers the ability to create financial reports for statutory reporting and for tracking financial operations, including comparison and consolidation reports. Accounting "workpaper" reports such as trial balance, ledger detail, and reconciliations provide analysis and control. Consolidated profit and loss (P&L), balance sheet, and cash flow statements meet financial statement needs in base and reporting currencies. User-defined, real-time query provides insight whenever and wherever it's needed.

With Workday, you can combine various data sources such as actuals, budgets, statistics, and headcount, into live multi-dimensional reports that users can format, drill down into, and act on all within Workday. As a result, corporate finance teams are able to build reports such as a balance sheet, income statement, or cash flow statement in a fraction of the time and effort required with traditional, legacy systems. Furthermore, because Workday is a unified system, composite reporting scales across the enterprise, so organizational leaders outside of the finance team can build unique reports for their part of the business, such as a division manager running a P&L statement for his or her business review. With Workday's composite reports you can:

- Build a single, matrix-style report from multiple data sources using subreports

- Create the report and perform column, row, and cell calculations like in spreadsheets
- Control report formatting style

You can also deploy these reports as worklets on dashboards and mobile devices, and schedule them to run in the background individually or as part of a report group.

- *Ability to import external data for combination with system data to provide deeper predictive analytics*

Workday Response:

Yes, Customers can create custom fields and then import data from external sources into those custom fields and build reports comparing that external data with Workday native information.

- *Cross-Functional Technology*
- *Consumer-like User Interface*

Workday Response:

Workday delivers a modern browser-based user interface that utilizes consumer internet constructs, including hyperlinks, icons, pictures, buttons, instant messaging, embedded help, and search boxes. This enables all constituencies—staff, and executives—to use the system with minimal user training from anywhere in the world with an internet connection and a browser. Workday is mobile, with all solutions now available on the iPhone, iPad, Android, and any other smartphones with a browser. Additionally, Workday is investing in tools designed to optimize the worker's natural workspace by delivering interoperability with collaboration tools, including e-mail and chat.

- *One security model (not different per application)*

Workday Response:

Unlike legacy ERP systems, Workday operates on a unified security model. This includes user access, system integration, reporting, mobile device, and IT access. Everyone must login and be authorized through the Workday security model. By contrast, in legacy ERP systems there is typically an application layer of security, which IT and DBA personnel can bypass to access the data directly at the database level. This is not possible with Workday. Workday is an object-oriented in-memory system with an encrypted persistent data store. This ensures all access and changes are tracked and audited. This uniquely secure security model combined with Workday's automatic ability to effectively date and audit all data updates lowers the time and costs associated with governance and compliance and reduces overall security risk.

- *Mobile-enabled (not add-on technology)*

Workday Response:

Mobile features in Workday are focused on Employee and Manager self-service functionality with full access to all reporting via dashboards. As part of the standard service, Workday provides these mobile solutions:

- Workday for iPhone and Workday for iPad apps.
- Workday for Android app.
- Workday Mobile Web touch-optimized website for mobile browsers that support HTML 5.0.

You can also access the full HTML5 desktop application through mobile browsers on most tablets and smartphones using this URL pattern: <https://<workdayhost>/<tenantname>/login.html>.

- *Flexible business process configuration*

Workday Response:

Workflow has been around for years and delivered with applications since the 1990s, but it has always been treated as an afterthought – rarely integrated well and mostly unused by customers.

The traditional challenge with workflow is the complexity to setup and maintain workflow. Workday set its sights on addressing this challenge by deeply embedding business processes into our applications and by making them a part of a configurable framework that an HR or Financials user could both implement and maintain, with no programming required. Workday calls this the Business Process Framework (BPF). Additionally, Workday has tied Business Process Framework into both the organizational structure and our role-based security.

As a result, with Workday you only have to learn this one tool to understand how to configure all processes in the system. This dramatically cuts learning time and increases productivity of the functional users designing the processes. It also enforces consistency across the system making it easier for end users to understand the process and also the status of their requests.

You can reorganize your organization top to bottom—hire, fire, or transfer managers or other workflow participants all without breaking our workflow or requiring costly re-customizations.

Perhaps no other feature in Workday is more important than Business Process Framework for enabling agility and provide true functional configuration.

This fully definitional facility is delivered pre-integrated to the business events in Workday, with more than 350 standard optimized configurations to kick-start any implementation. Most importantly, any process can be changed at any time – for any organizational unit.

Workday has also raised the bar on helping the ultimate users of workflow by supporting simplified inboxes for their work items, including click-through directly from email notifications. We have also tackled tougher challenges such as mass approvals for managers who get the same approval items multiple times (such as an annual merit increase approvals). We have included proxy/delegation that is integrated with audit and security so that delegated items can actually be worked by the person they are delegated to (security) and the system will proactively track who did the actual work (audit).

Workday business processes also allow additional flexibility, providing the capability to add additional approvers to process instances that are in flight without altering the underlying process definition.

- *One workflow engine (not different per application)*

Workday Response:

See response above for details on the Workday Business Process Framework (workflow). The BPF spans all modules in Workday. All modules in Workday share the same data model and configuration settings, Workday are truly a single system.

- *Global capabilities: multi-language and multi-currency enabled*

Workday Response:

The Internet and other technology advances have greatly reduced the cost and challenges of doing business globally, making it possible for more companies of all sizes to operate worldwide. Companies with global operations, regardless of size, need local processing as well as a consistent, consolidated global view of their operations.

Current enterprise systems offer local extensions, but these can come with a requirement to support multiple local versions, foregoing the unified view essential to the manager running a global business.

Workday is designed to support all the "multis" (language, currency, business entity, etc.) in a single global instance, enabling you to track and manage business activity locally while providing a view of your organization as a single consistent entity.

- View your team's compensation in a single currency while you suggest merit or bonus amounts in each employee's local currency.
- Count heads accurately for all full-time and part-time employees on your global team.
- Define your team's organization, locations, and cost centers as they really exist without artificial constructs to account for nationality.
- Create and assign unlimited compensation plans and allowances based on global and/or local requirements.
- Meet local financial reporting and accounting requirements and needs for business intelligence while delivering enterprise-level controls, reporting, management and intelligence.

Please also see our whitepaper "Global at the Core" for additional information:

<http://www.workday.com/Documents/pdf/whitepapers/hr/workday-global-at-the-core-whitepaper.pdf>

6.7 (E) BEST PRACTICES

Specify your policies and procedures in ensuring visibility, compliance, data security and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

Workday Response:

The SOC 2 mentioned above, provides great detail on all of these topics. Workday contracts with third-party firms to conduct weekly and quarterly external vulnerability network, system, and application assessments to identify potential weaknesses. External vulnerability assessments scan all internet-facing assets including firewalls, routers, and web servers for potential security weaknesses that could allow unauthorized access to the network. In addition, an authenticated internal vulnerability network and system assessment is performed on a semi-annual basis to identify potential weaknesses and inconsistencies with general system security policies. Workday encrypts customer data within the application before it is stored in the persistent store. This is a fundamental design characteristic of the Workday technology. Workday relies on the Advanced Encryption Standard (AES) algorithm with a key size of 256-bits.

5 – Organization Profile

5 Organization Profile

Section Title: Organization Profile: This section should constitute the Offeror's response to the items described in Section 7 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 7 of the RFP.

Workday Response:

Please see response below.

7 ORGANIZATION AND STAFFING

7.1 (ME) CONTRACT MANAGER

The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. The Contract Manager must have experience managing contracts for cloud solutions.

Workday Response:

Workday has read and understands this requirement.

7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

Workday Response:

Matthew Malmgren
Mobile: (510) 725-5875
Email: matthew_malmgren@yahoo.com
Matthew will be available during normal working hours.

7.1.2 Describe in detail the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. Provide a detailed resume for the Contract Manager.

Workday Response:

Please see attached resume.



MMalmgren Resume
03042016.docx

7.1.3 Describe in detail the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

Workday Response:

The role of the Contract Manager at Workday will reside in our corporate sales operations team. This is the group within Workday that is responsible for sales contract processing. This individual will work with the account executives in the sales organization to generate the right contracting documents for the specific

sale. This individual will also be responsible for monitoring the use of the NASPO ValuePoint contract as well as the quarterly reporting and payment processing. The individual proposed by Workday has prior experience with these types of procurement vehicles and was previously employed by the Immix Group.

6 - Technical Response

6 Technical Response.

Section Title: Technical Response. This section should constitute the Technical response of the proposal and must contain at least the following information:

- A. *A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

- B. *A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.*

Offeror's should focus their proposals on the technical qualifications and capabilities described in the RFP. Offerors should not include sales brochures as part of their response.

Workday Response:

Please see response below.

8 TECHNICAL REQUIREMENTS

If applicable to an Offeror's offering, an Offeror must provide a point by point responses to each technical requirement demonstrating its technical capabilities. If a technical requirement is not applicable to an Offeror's offering then the Offeror must explain why the technical requirement is not applicable.

If an Offeror's proposal contains more than one Solution (i.e., SaaS and PaaS) then the Offeror must provide a response for each Solution. However, Offerors do not need to submit a proposal for each Solution.

Workday Response:

Please see response below.

8.1 (M)(E) TECHNICAL REQUIREMENTS

8.1.1 Offeror must identify the cloud service model(s) and deployment model(s) it intends to provide to Eligible Users. See Attachment D.

Workday Response:

Workday is only available as a true, multi-tenant Software as a Service application.

8.1.2 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the following characteristics, as defined in NIST Special Publication 800-145:

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.1.2.1 NIST Characteristic - On-Demand Self-Service: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.1.2.2 NIST Characteristic - Broad Network Access: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.1.2.3 NIST Characteristic - Resource Pooling: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.1.2.4 NIST Characteristic - Rapid Elasticity: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.1.2.5 NIST Characteristic - Measured Service: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.1.3 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

Workday Response:

Workday is a single system with a single support model, MSA, set of SLAs and a single version of the software. While customers can elect to purchase different modules, they all reside in the same location and tenant.

8.1.4 *As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.1.5 *As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.2 *(E) SUBCONTRACTORS*

Offerors must explain whether they intend to provide all cloud solutions directly or through the use of subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractor do not need to comply with Section 6.3.

8.2.1 *Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.*

Workday Response:

Workday does not use subcontractors for any internal operations. This is detailed in the SOC 2 audit. When implementing, Customers have the option of using Workday as the prime or one of many implementation partners.

8.2.2 *If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.*

Workday Response:

Workday leases data center space from third party data centers that might use subcontractors. This is detailed in our SOC 2 audit report. Workday only leases space, electricity and internet connectivity from these data centers. Workday employees are the only individuals to enter our private cages and manage the Workday service.

8.3 (E) WORKING WITH PURCHASING ENTITIES

8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;);

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

- Response times;

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

- Processes and timelines;

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

- Methods of communication and assistance; and

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

- Other information vital to understanding the service you provide.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.3.4 Offeror must describe whether or not its computer applications and Web sites are be accessible to people with disabilities, and must comply with Participating entity accessibility policies and the Americans with Disability Act, as applicable.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

Workday Response:

Workday is willing to hold this type of meeting with any prospect.

8.4 (E) CUSTOMER SERVICE

8.4.1 Offeror must describe how it ensures excellent customer service is provided to Purchasing Entities. Include:

- Quality assurance measures;
 - Escalation plan for addressing problems and/or complaints; and
 - Service Level Agreement (SLA).
-

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

- a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.
-

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

- b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.
-

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

c. *Customer Service Representative will respond to inquiries within one business day.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

d. *You must provide design services for the applicable categories.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

e. *You must provide Installation Services for the applicable categories.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.5 (E) SECURITY OF INFORMATION

8.5.1 *Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.5.2 *Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

5.6.4 *Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6 (E) PRIVACY AND SECURITY

8.6.1 *Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D, including supporting the different types of data that you may receive.*

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp), and certifications relating to data security, integrity, and other controls.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS)

Workday Response:

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.7 (E) MIGRATION AND REDEPLOYMENT PLAN

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

Workday Response:

Please reference our Master Subscription Agreement Section 9 (Term and Termination). The MSA is attached in the Appendix of this document.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

Workday Response:

Please reference our Master Subscription Agreement Section 9 (Term and Termination). The MSA is attached in the Appendix of this document.

8.8 (E) SERVICE OR DATA RECOVERY

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

- a. Extended downtime.*
 - b. Suffers an unrecoverable loss of data.*
 - c. Offeror experiences a system failure.*
 - d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.*
 - e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).*
-

Workday Response

Please refer to the attached document "How Workday Ensures High Availability" in the Appendix.

8.8.2 *Describe your methodologies for the following backup and restore services:*

- a. *Method of data backups*
- b. *Method of server image backups*
- c. *Digital location of backup storage (secondary storage, tape, etc.)*
- d. *Alternate data center strategies for primary data centers within the continental United States.*

Workday Response

Please refer to the attached document "How Workday Ensures High Availability" in the Appendix.

8.9 *(E) DATA PROTECTION*

8.9.1 *Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.*

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.9.2 *Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.*

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.9.3 *Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.*

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.10 *(E) SERVICE LEVEL AGREEMENTS*

8.10.1 *Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.*

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.10.2 *Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements. .*

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.11 (E) DATA DISPOSAL

Specify your data disposal procedures and policies and destruction confirmation process.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.12 (E) PERFORMANCE MEASURES AND REPORTING

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response

8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

Workday Response

Please refer to the attached SLA document

8.12.5 Intentionally Deleted.

8.12.6 Describe the firm's procedures and schedules for any planned downtime.

Workday Response

Please refer to the attached SLA document

8.12.7 Describe the consequences/SLA remedies if disaster recovery metrics are not met.

Workday Response

Please refer to the attached SLA document

8.12.8 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.12.9 Ability to print historical, statistical, and usage reports locally.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.12.10 Offeror must describe whether or not its on-demand deployment is supported 24x365.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.12.11 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.13 (E) CLOUD SECURITY ALLIANCE

Describe your level disclosure of compliance with CSA Star Registry for each Cloud solutions offered.

- a. Completion of a CSA STAR Self-Assessment, as described in Section 5.5.5*
- b. Completion of Exhibits 1 and 2 to Attachment B.*
- c. Completion of a CSA STAR Attestation, Certification, or Assessment.*
- d. Completion CSA STAR Continuous Monitoring.*

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.14 (E) SERVICE PROVISIONING

8.14.1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.15 (E) BACK UP AND DISASTER PLAN

8.15.2 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.15.3 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.15.4 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.16 (E) SOLUTION ADMINISTRATION

8.16.1 Ability of the Purchasing Entity to fully manage identity and user accounts.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.16.2 Ability to provide anti-virus protection, for data stores.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.16.3 Ability to migrate all Purchasing Entity data, metadata, and usage data to a successor Cloud Hosting solution provider.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.16.4 Ability to administer the solution in a distributed manner to different participating entities.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.16.5 Ability to apply a participating entity's defined administration policies in managing a solution.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.17 (E) HOSTING AND PROVISIONING

8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.17.2 Provide tool sets at minimum for:

1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

2. Creating and storing server images for future multiple deployments

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

3. Securing additional storage space

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).

Workday Response

Please reference Workday's SOC 2 report, available for review when an NDA is in place.

8.17.3 Ability to provide IaaS, PaaS, and SaaS solutions as defined service offerings with established rate structures

Workday Response

Workday does not offer IaaS solutions. Workday is a firm believer in a unified platform across all functional areas. Each functional component of Workday is built on the same single code line, with one single object data model supporting it underneath. All customers use the same Workday version, but have their own configurations to address their individual unique business requirements. The Workday Integration Cloud PaaS is an integral part of the Workday Business Service and provided to all customers within the subscription to the Workday Service.

8.18 (E) TRIAL AND TESTING PERIODS (PRE- AND POST- PURCHASE)**8.18.1 Describe your testing and training periods that you offer for your service offerings.****Workday Response**

Workday offers a variety of training options including documentation, self-paced learning, as well as instructor led training. Prior to an upcoming new update of the Workday software, customers have access to that new release for testing purposes. The new release will be accompanied by documentation as well as training materials.

8.18.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.**Workday Response**

Every production Workday customer receives a sandbox environment for proof of concept and prototyping before moving configurations into the product environment.

8.18.3 Offeror must describe what training and support it provides at no additional cost.**Workday Response**

Training costs depends on customer requirements. Workday does not charge additional for support.

8.19 (E) INTEGRATION AND CUSTOMIZATION**8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.****Workday Response**

Please see the attached document, "Workday Cloud Connect"

8.19.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.**Workday Response**

Even though customers never modify (i.e., customize) Workday's single code line, they are able to leverage extreme configuration to "customize" the Workday service to meet their unique organizational needs. For example, customers routinely configure areas such as: user interface, business processes, data model, data validations, organizational structures, reports, security, integrations, etc.

8.20 (E) MARKETING PLAN**Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.****Workday Response**

Workday will put together a marketing plan for the contract that will include the production of sales training and collateral, customer facing collateral, website information and links to information on the contract.

Workday will also actively promote the use of the contract to all relevant prospects through our direct salesforce. We have a dedicated salesforce for education as well as a separate salesforce for government.

8.21 (E) RELATED VALUE-ADDED SERVICES TO CLOUD SOLUTIONS

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

Workday Response

Workday strives to maintain a strong understanding of the IT requirements of our customers. To this end we seek open dialog and a close and collaborative working relationship with our customers. This, in tandem with delivering high end solutions and services, contributes to Workday's consistently high customer satisfaction rating.

The following provide this opportunity for us to better understand our customers' needs:

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- **Special Interest** - Workday customers who are part of the same industry or other specialty areas. For example: Technology, Higher Education, Government, Retail. Special Interest group objectives include: networking with others in your area of interest regarding the use of existing functionality, share and discuss common best practices, provide collective feedback to Workday Product Management via the Community group.

Value of User Groups

- Leverage peer expertise
- Collectively address issues as they arise
- Stay informed about Workday products and best practices
- Gain access to key subject matter experts
- Help your organization remain a key contributor toward innovating in your region
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Workday encourages customers to request new features in the product via the Brainstorm forum available in the Workday Community website. Within this forum, customers submit enhancement ideas which are then opened up for voting to the entire Workday customer base. Ideas with the most votes are considered as candidates to be included in our product roadmap.

Workday Rising

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- **Pre-Conference Training and Customer Enablement Workshops:** Before the event officially began, 12 pre-conference training classes provided hands-on education not covered in the standard program. Also offered were four all-day customer enablement workshops that allowed customers the opportunity to practice new learnings in their own sandboxes.
- **300 Breakout Sessions:** Throughout the conference, we offered 300 breakout sessions, consisting of product keynotes, panels, idea jams, hands on workshops, and interactive round-table discussions, which were led by 478 outstanding speakers, 229 of whom were Workday customers sharing best practices and advice. In addition, more than 1,324 customers participated in 109 Customer Collaboration Meet-ups. These small group discussions allowed for customers to interact on topics of interest.
- **Office Hours:** We brought Office Hours to life for customers by offering 30 minute, one-on-one appointments with Customer Enablement. We also piloted a Meet the Speakers program where customers had the opportunity to meet with a select number of Product Managers on topics presented throughout Workday Rising. We conducted a combined total of 285 appointments.
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- **Innovation Exchange Expo:** The Expo offered the chance for attendees to meet other leaders in cloud computing and services, including 61 of our sponsoring partners. At the Workday Booth, attendees were given the unique opportunity to meet Workday Solution Consultants, watch product demos, and see condensed presentations offered in two theaters. In addition, we brought the Customer Services and Support teams into the booth to talk with customers about how we can help them be more self-sufficient, get a jump start on that next rollout, and much more.

Workday also hosted the first Workday Rising Europe on March, 31 – April 2, 2014 in London for our European customers. Highlights include:

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sessions, answering questions at the Workday booth and SmartBar, and executing the myriad of logistical details.

- **7 Pre-Conference Training and Customer Enablement Workshops:** Developed and hosted by Education & Knowledge Management and Customer Enablement before the conference officially started, these workshops offered hands-on training not covered in the standard customer program and an opportunity for customer participants to practice new learnings in their own Sandbox.
- **36 customer breakout sessions, case studies, and interactive forum discussions:** Sessions were led by 43 outstanding speakers, 21 of whom were Workday customers sharing best practices and advice.

Workday Rising 2016 will take place September 26-29 at McCormick Place West in Chicago, and Workday Rising Europe 2016 will bring us to the CCIB Barcelona November 14, 2016. Please visit <http://www.workdayrising.com/about.php> for more information.

Customer Workgroups

Customer Workgroups meet during the course of any given year to talk about various focused topics. Customer representatives meet with product managers to discuss functional capabilities, technology, and deployment services. We will continue to create additional Regional User Groups in key geographies.

Workday Customer Community

Launched at Workday Rising in 2008, the Workday Customer Community is accessible by all Workday customers. It is our primary vehicle for customer communications including on-line forums and brainstorm (where the Workday Community collaborates and votes on enhancement ideas).

For a quick demonstration of the Workday Community, go to:
<http://www.workday.com/company/community.php>:

8.22 (E) SUPPORTING INFRASTRUCTURE

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

8.23 (E) ALIGNMENT OF CLOUD COMPUTING REFERENCE ARCHITECTURE

Clarify how your architecture compares to the NIST Cloud Computing Reference Architecture, in particular, to describe how they align with the three domains e.g. Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

Workday Response

Please see Section 7 - Confidential, Protected or Proprietary Information for our response.

7 - Confidential, Protected or Proprietary Information

7. Confidential, Protected or Proprietary Information.

7. *Section Title: Confidential, Protected or Proprietary Information. All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing Lead State to the specific area of this protected Information section.*

If there is no protected information, write "None" in this section.

Failure to comply with this Section and Section 3.13 of the RFP releases the Lead State, NASPO ValuePoint, and Participating Entities from any obligation or liability arising from the inadvertent release of Offeror information.

Workday Response

Requests for Non-Disclosure

Claim of Business Confidentiality

Consistent with the directions in RFP Section 3.13, Workday is identifying certain information as confidential and is providing a redacted copy of the proposal materials. Please see the attached form.



Requests for
Nondisclosure.docx

8.7 (E) MIGRATION AND REDEPLOYMENT PLAN

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

Workday Response:

Please reference our Master Subscription Agreement Section 9 (Term and Termination). The MSA is attached in the Appendix of this document.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

Workday Response:

Please reference our Master Subscription Agreement Section 9 (Term and Termination). The MSA is attached in the Appendix of this document.

8.8 (E) SERVICE OR DATA RECOVERY

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

- a. Extended downtime.
- b. Suffers an unrecoverable loss of data.
- c. Offeror experiences a system failure.
- d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.
- e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

Workday Response

Please refer to the attached document "How Workday Ensures High Availability" in the Appendix.

8.8.2 Describe your methodologies for the following backup and restore services:

- a. Method of data backups
- b. Method of server image backups
- c. Digital location of backup storage (secondary storage, tape, etc.)
- d. Alternate data center strategies for primary data centers within the continental United States.

Workday Response

Please refer to the attached document "How Workday Ensures High Availability" in the Appendix.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

Workday Response

Training costs depends on customer requirements. Workday does not charge additional for support. A training and services pricelist is attached to the RFP.

8.19 (E) INTEGRATION AND CUSTOMIZATION

8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

Workday Response

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Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

Workday Response

Workday is attaching a price offer detailing both training and consulting services rates to this RFP. It would be our intent upon award of contract to work with the Lead State and NASPO ValuePoint to ensure that all available services are offered to customer procuring through this vehicle.

In addition, Workday strives to maintain a strong understanding of the IT requirements of our customers. To this end we seek open dialog and a close and collaborative working relationship with our customers. This, in tandem with delivering high end solutions and services, contributes to Workday's consistently high customer satisfaction rating.

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8 - Exceptions and/or Additions to the Standard Terms and Conditions

8. Exceptions and/or Additions to the Standard Terms and Conditions.

8. *Proposed exceptions and/or additions to the Master Agreement Terms and Conditions, including the exhibits, must be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror's terms and conditions, license agreements, or service level agreements in Microsoft Word format for redline editing. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in terms and conditions negotiations.*

If there are no exceptions or additions to the Master Agreement Terms and Conditions, write "None" in this section.

Workday Response

Please see attached Workday's redlining of the Master Agreement Terms and Conditions.



Workday Redlines to
NASPO Contract docs



Workday
Exceptions.docx

9 - Cost Proposal

9 Cost Proposal.

Section Title: Cost Proposal. Cost Proposals will be evaluated independently from the technical proposal. Offeror's cost proposal must include the items discussed in Section 9 of the RFP.

Cost will be evaluated independently from the Mandatory Minimum Requirements, and the Technical responses. Inclusion of any cost or pricing data within the Detailed Technical Proposal will result in the proposal being judged as non-responsive for violation of UCA § 63G-6a-707(5).

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed by the Lead State or NASPO ValuePoint.

Workday Response

Please see response to the Cost Proposal in a separate attachment.

Appendices



Adobe Sign Transaction Number: CBJCHBCAABAaWAljgqxEa1WsoSMXA6nEFwigqO2d

Appendices

Please click on the following links/icons to launch the desired attachment.

Document Name	File/Link
Referenced Documents	
How Workday Ensures High Availability	 How Workday Ensures High Availability
Workday Cloud Connect	 Workday Cloud Connect.pdf
Fix FedRamp	 fix-fedramp.pdf
Analyst Reports	
2014 Forrester Wave Evaluation – Forrester Research, Inc.	Workday Press Release: http://www.workday.com/company/news_events/press_releases/detail.php?id=1884876#.VGJNIMmEyK8
Workday Financial Statements	
Workday SEC Financial Filings	http://www.workday.com/company/investor_relations/sec_filings.php
Workday Collateral	
About Workday	http://www.workday.com/Documents/pdf/datasheets/datasheet-workday-about.pdf
Total Cost of Ownership	http://www.workday.com/Documents/pdf/whitepapers/hr_it/workday-total-cost-of-ownership-whitepaper.pdf
Workday Press Releases	http://www.workday.com/company/news_events/press_releases.php



Adobe Sign Transaction Number: CBJCHBCAABAawAji1WsoSMXA6nEFwgqO2d

Document Name	File/Link
Innovation from the Ground Up	http://www.workday.com/Documents/pdf/whitepapers/hr_it/workday-innovation-from-the-ground-up-whitepaper.pdf
Global at the Core	http://www.workday.com/Documents/pdf/whitepapers/hr/workday-global-at-the-core-whitepaper.pdf
Workday Customer Profiles	http://www.workday.com/customers.php
Human Capital Management (HCM)/Payroll	
Workday Human Capital Management	http://www.workday.com/Documents/pdf/datasheets/datasheet-workday-human-capital-management.pdf
Redefining Enterprise Software	http://www.workday.com/Documents/pdf/whitepapers/hr/workday-redefining-enterprise-software-whitepaper.pdf
Workday Payroll Datasheet	http://www.workday.com/Documents/pdf/datasheets/datasheet-workday-payroll.pdf
Financial Management	
Workday Financial Management Datasheet	http://www.workday.com/Documents/pdf/datasheets/datasheet-workday-financial-management.pdf
Workday Financial Management Case Study	http://www.workday.com/customers/servicesource.php
Workday Technology and Security	
Workday Security Overview	http://www.workday.com/Documents/pdf/datasheets/datasheet-workday-security.pdf
The Freedom to Run your Business your Way: Eliminate the Risk and Expense of Customizing ERP	https://forms.workday.com/Documents/forms/us/pdf/whitepapers/it/workday-freedom-to-run-your-business-your-way.pdf
Integration Cloud Platform Datasheet	http://www.workday.com/Documents/pdf/datasheets/datasheet-workday-cloud-connect-platform.pdf
Integration Cloud Connect Datasheet	http://www.workday.com/Documents/pdf/datasheets/datasheet-workday-cloud-connect.pdf
Cloud Connect for Third Party Payroll Datasheet	http://www.workday.com/Documents/pdf/datasheets/datasheet-workday-cloud-connect-third-party-payroll2.pdf
Cloud Connect for Benefits Datasheet	http://workday.com/Documents/pdf/datasheets/datasheet-workday-cloud-connect-benefits.pdf
Workday Insight Applications	http://www.workday.com/Documents/pdf/datasheets/datasheet-workday-insight-applications.pdf



Adobe Sign Transaction Number: CBJCHBCAABAaWJgqWKEa1WsoSMXA6nEFwqq02d

Document Name	File/Link
A New Model for User Engagement	http://www.workday.com/Documents/forms/us/pdf/whitepapers/it/workday-a-new-model-for-user-engagement.pdf
Workday Consulting Services	
Workday Deployment Approach	http://www.workday.com/Documents/pdf/datasheets/datasheet-deployment-approach-us.pdf
Workday Delivery Assurance	http://www.workday.com/Documents/pdf/datasheets/datasheet-delivery-assurance-us.pdf
Workday Premium Services	http://www.workday.com/Documents/pdf/datasheets/datasheet-premium-customer-success-management-us.pdf
Workday Education Services	
Workday Knowledge Management Training Catalog	https://community.workday.com/private/training/Workday_KM_Training_Catalog.pdf
Workday Sample Legal Agreements	
Workday, Inc. Master Subscription Agreement	 SAMPLE_Master Subscription Agreement
Workday Data Processing Exhibit	 SAMPLE - Data Processing Exhibit - V
Workday Production Support and Service Level Availability Policy (SLA) and Workday Security Exhibit	 SAMPLE-Workday SLA and Security Exh



Workday Production Support and Service Level Availability Policy (SLA)

Attestation Sign Transaction Number: CBJCHBCAABAaWJgqvxEa1WsoSMXA6nEFwgQ02d

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

1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.5%.

Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100 \geq 99.5\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes unavailable in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 2:00 am (Eastern) on Saturday; monthly maintenance begins at 6:00 am (Eastern) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern) 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 Workday production tenants at the Workday production data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Center (the Workday case management system).

3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Workday 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. 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.



Workday Production Support and Service Level Availability Policy (SLA)

File Sign Transaction Number: CBJCHBCAABAAwAJgqvxEa1WsoSMXA6nEFwgQ02d

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (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 response time 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 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, during which time the parties shall continue to handle the support issue in accordance with the Workday Severity Level designation. 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:

Response Time is the period from the time 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.



Workday Production Support and Service Level Availability Policy (SLA)

Adobe Sign Transaction Number: CBJCHBCAABAawAJgqvxEa1WsoSMXA6nEFwggO2d

Severity Level 1:

- **Definition:** The Workday Service is unavailable or a Workday issue prevents timely payroll processing, tax payments, entry into time tracking and/or financials closing (month-end, quarter-end or year-end).
- **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:** The Workday Service contains an issue that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- **Definition:** The Workday Service contains an issue that prevents Customer from executing one or more important business processes. 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.



Workday Production Support and Service Level Availability Policy (SLA)

Adobe Sign Transaction Number: CBUCHBCAABAawA1ggvxEa1WsoSMXA6nEFwgqQ2d

Severity Level 4:

- **Definition:** The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- **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 such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Workday Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution Commitment:** Workday will respond to request. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Commitment:** Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems 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. Service Level failures 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. All announcements surrounding the WWS APIs will be communicated through Workday Community.

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.



Security Exhibit

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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 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;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data;
- Protect against accidental loss or destruction of, or damage to, Customer 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 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 of Customer Data or any security breach of any application or system directly associated with the accessing, processing, storage, communication or transmission of Customer Data. Such procedures include:
 - a) Roles and responsibilities: formation of an internal incident response team with a response leader;
 - b) Investigation: assessing the risk the incident poses and determining who may be affected;



Security Exhibit

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- c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data in accordance with the Master Agreement;
 - d) Recordkeeping: keeping a permanent 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/Disaster Recovery.** 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 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, including appropriate logs and reports concerning these security requirements.
7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security.** Technical security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.
9. **Secure Disposal.** Policies and procedures regarding the disposal of tangible property containing Customer Data, taking into account available technology so that Customer 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 of 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. Such testing includes:
- a) Internal risk assessments;
 - b) ISO 27001 certification; and



Security Exhibit

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- c) SSAE Type II (or successor standard) audits twice annually.
- 12. **Monitoring.** Monitoring the network and production systems, 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 to production systems, applications, and databases. Such policies and procedures include:
 - a) A process for documenting, testing and approving the promotion of changes into production;
 - 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 for:
 - i) Cross-site request forgery
 - ii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iii) XML and SOAP attacks
 - iv) Weak session management
 - v) Data validation flaws and data model constraint inconsistencies
 - vi) Insufficient authentication
 - vii) 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;
 - 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.