

**PARTICIPATING ADDENDUM**  
**National Association of State Procurement Officers Cloud Solutions Contract #**  
**AR2507**  
**Administered by the Lead State of Utah**

**MASTER VENDOR AGREEMENT**

Workday, Inc.  
(hereinafter "Contractor")  
And  
The State of Maine  
(hereinafter "State")

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

- *All products and services listed on the Contractor page of the NASPO ValuePoint website.*

1. **Scope:** This addendum covers the National Association of State Procurement Officers Cloud Solutions (NASPO) Contract # AR2507 led by the State of Utah for use by state agencies and other entities located in the Participating State of Maine authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer. Except as modified herein, the terms and conditions of the business relationship between the Contractor, State, and any Participating Entity shall be governed by the terms and conditions of the NASPO ValuePoint Master Agreement and related exhibits and schedules thereto (the "Agreement Documents").

2. **Participation:** The Agreement Documents and this Participating Addendum may be used by all state agencies, institutions of higher learning, political subdivisions and other entities authorized to use statewide contracts in the State of Maine (each a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Officer.

3. **Term:** The term of this Participating Addendum shall commence upon execution by both parties and shall continue until June 30, 2023, unless earlier terminated as provided for herein, or extended by mutual consent of the parties (the "Term"). The State agrees to negotiate with Contractor in good faith any extension and/or renewal of this Participating Addendum beyond June 30, 2023 to facilitate the renewal of any orders and/or execution of future orders beyond June 30, 2023. Unless extended and/or renewed in accordance with the foregoing, neither the State nor any Participating Entity shall submit to Contractor orders prior to the expiration of the Term that call for the provision of additional services by Contractor after expiration of the Term.

4. **State Modifications or Additions to the Agreement Documents:**

- a) **Governing Law:** The Agreement Documents and this Participating Addendum shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding

the Agreement Documents and this Participating Addendum shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

- b) **State Indemnification:** The Contractor shall indemnify the State in accordance with NASPO ValuePoint Master Agreement Section 13(a) with the exception of Intellectual Property third party claims, where the Contractor shall indemnify the State in accordance with Section 13(b) of the NASPO ValuePoint Master Agreement.
- c) **Liability Insurance:** The Contractor shall keep in force insurance policies described in Section 16 of the NASPO ValuePoint Master Agreement.
- d) **Insufficient Funding:** As applied to the State and any applicable Participating Entity, (referred to in this clause as "Purchasing Entity") will, in good faith, submit an appropriate budgetary request (in accordance with its standard budgetary practices as it relates to its normal operating budget) to secure funding for each fiscal year of an executed Order Form. Additionally, the Purchasing Entity shall not execute any order if funds are not, or will not, be available to make the first payment on the order. Notwithstanding any other provision of this Agreement, if the Purchasing Entity's budget lacks sufficiently secured funds to fund this Agreement and other obligations of the State to support continuation of performance in a subsequent fiscal period then the Purchasing Entity may terminate the impacted portion of an order and is not obligated to make payment for the impacted portion of the order under this Agreement. The Purchasing Entity will give Contractor written notice thirty (30) days prior to the effective date of any such termination for insufficient funding. Notwithstanding the foregoing, in the event of such termination, the Purchasing Entity shall be obligated to pay for the Products and Services provided prior to the effective date of termination and for all amounts and Service periods for which the Purchasing Entity has executed an Order Form and received services. The Purchasing Entity agrees to prepare in good faith a budget for each fiscal year that includes funding to fund this Agreement. The Purchasing entity shall not execute any Order Form unless sufficient funds have been budgeted and secured for at least the first year's subscription fee.
- e) **EEO:** Each party will comply, in the running of its business, with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, and workplace safety, including but not limited to the Americans with Disabilities Act. Contractor agrees that it has policies and rules governing equal employment opportunity that are compatible with the applicable portions of Maine Code of Fair Practices and Affirmative Action, 5 M.R.S. § 784 (2).
- f) **Termination:** Either the State or Contractor may terminate this Participating Addendum in accordance with Section 7 of the NASPO Value Point Master Agreement. Upon the effective date of termination of this Participating Addendum, no future Order Forms shall be executed hereunder. Such termination shall have no impact on payment obligations of the State or any Participating Entity for services already rendered by Contractor prior to the notice of termination, nor shall it have any effect for existing Order Forms (or SOWs) already in effect prior to such effective date of termination, or such other continuing rights and obligations as set forth in the Agreement Documents.

The foregoing in no way abrogates the rights of either party or a Purchasing Entity to terminate orders as set forth under individual Order Forms, and/or in accordance with the Agreement Documents, and Section 4(d) Insufficient Funding above. For added clarity, any Purchasing Entity shall retain its rights to terminate a specific SOW in accordance with Section 9.2 of Attachment C (the Professional Services Agreement) of the Agreement Documents.

- g) Severability: The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- h) Approval: This Participating Addendum must have the approval of the State Controller and the State Purchases Review Committee before it can be considered a valid, enforceable document. Your signature on this Participating Addendum is your representation to the Contractor that this has received all required approvals.
- i) State Employees Not to Benefit: Contractor shall not knowingly employ in providing Products or Services under this Agreement, any individual employed by the State of Maine at the time this Agreement is executed during the life of this Agreement.
- j) Data Ownership: Specific terms regarding ownership of Customer Data shall be governed by Attachment B, Section 3 of the Master Subscription Agreement attached to the NASPO Valuepoint Master Agreement.
- k) Confidentiality: Each party (a "Recipient") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) to not disclose or use any Confidential Information of the other party (a "Discloser") except as reasonably necessary to perform Recipient's obligations or exercise Recipient's rights pursuant to this Agreement or with the Discloser's prior written permission. Either party may disclose Confidential Information on a need to know basis to its Affiliates, contractors and service providers bound by confidentiality obligations at least as restrictive as those in this section. To the extent required by Law, Recipient's disclosure of Discloser's Confidential Information shall not be considered a breach of this Agreement provided that Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. Discloser shall have the right to seek injunctive relief to enjoin any breach or threatened breach of this section, it being acknowledged by the parties that other remedies may be inadequate.
- l) Contractor warrants during the Term, the Service shall perform materially in accordance with the Documentation, and the functionality of the Service will not be materially decreased during the Term, as specified in Attachment B, Section 6.1 of the NASPO ValuePoint Master Agreement. In addition, Contractor shall provide Customer Data protection and security as specified in Attachment B, Section 5.1 of the NASPO ValuePoint Master Agreement, and notices regarding certain unauthorized disclosures of Personal Data as specified in Attachment B, Section 5.3 of the NASPO ValuePoint Master Agreement.

- m) **Order of Precedence:** All terms of this Participating Addendum are to be interpreted in such a way as to be consistent at all times with the terms of the Agreement Documents. State modifications and additions contained in this Participating Addendum shall have precedence over the Agreement Documents. Notwithstanding any language to the contrary in any of the Agreement Documents, any conflict between provisions of those documents shall be resolved as set forth in Section 1(b) of the NASPO ValuePoint Master Agreement.
- n) **Subcontractors:** If any subcontractor or other third party provides any portion or component of the Service, Workday will be responsible to the same extent as if such portion or component were provided by Workday directly.
- o) **ISO Certification:** Workday will maintain its ISO 27001 and ISO 27018 certifications ("ISO Certification") during the Term or, at a minimum, continue to meet the standards set out in ISO 27001 and ISO 27018 to the extent such standards are covered by controls within the scope of the ISO Certification obtained by Workday. Workday will provide copies of certification to Maine annually during the Term.
5. **Primary Contacts:** The primary contact individual for this participating addendum is as follows (or their named successors):

Lead Agency

Name	Holly Pomelow, Director, Bureau of Human Resources, DAFS
Address	111 Sewall St, Augusta, ME 04330
Telephone	(207) 624-7361
E-mail	Holly.Pomelow@maine.gov

Contractor

Name	Sherry Amos
Address	6110 Stoneridge Mall Road Pleasanton, CA 94588
Telephone	(703) 402-3476
E-mail	Sherry.Amos@workday.com

State

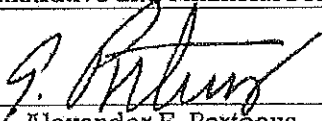


Name	Tonia Ennis, Director, Project Management Office, DAFS
Address	51 Commerce Dr. Augusta, ME 04330
Telephone	(207) 624-8825
E-mail	Tonia.Ennis@maine.gov

6. **Price Agreement Number:** Any order entered into by a Participating Entity for a product and/or service available from this Participating Addendum which refers to this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the NASPO Contract.

7. This Participating Addendum and the NASPO Contract (administered by the Lead

Agency) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this Participating Addendum and the NASPO Contract, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. Except as set forth above, the terms and conditions of this Participating Addendum and the NASPO Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

State: State of Maine, Department of Administrative and Financial Services	Contractor: Workday, Inc.
By: 	By: 
Name: Alexander E. Porteous	Name: Barbara Larson
Title: Commissioner	Title: Vice President, Finance
Date: 10-16-18	Date: Oct 18, 2018
State: State of Maine, Office of Information Technology	
By: 	
Name: Ande A. Smith	
Title: Acting Chief Information Officer	
Date:	

Approved as to Legal Form by:

  
Michaela Barry (Oct 18, 2018)