

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

CLOUD SOLUTIONS 2016-2026

Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: AR2507

Workday, Inc.
(hereinafter "Contractor")

and

State of Washington
(hereinafter "Participating State")

Washington Master Contract No.: 05116

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Workday Inc., a Delaware Corporation ("Contractor") and is dated and effective as of October 1, 2019.

RECITALS

1. Pursuant to Legislative authorization codified in RCW 39.26.060, Enterprise Services, on behalf of the State of Washington, is authorized to participate in a cooperative purchasing agreement for the procurement of goods or services and to make such competitively solicited procurement contract resulting therefrom available to Washington state agencies and designated eligible purchasers consist with terms and conditions set forth by Enterprise Services.
2. Enterprise Services timely provided public notice on Washington's enterprise bid notification system (WEBS) of the competitive solicitation process conducted by the above-referenced lead state.
3. The above-referenced lead state, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded a Master Agreement to Contractor.
4. Enterprise Services has determined that participating in this Master Agreement will meet the identified needs and be in the best interest of the State of Washington.
5. The purpose of this Participating Addendum is to enable eligible purchasers to utilize the Master Agreement as conditioned by this Participating Addendum.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. Scope:

This Participating Addendum covers Cloud Solutions led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts with the prior approval of the State's chief procurement official.

2. Participation:

2.1 Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official. Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following ("Purchasing Entities" or "Purchasers"):

- (a) WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- (b) WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- (c) MCUA PARTIES. This Participating Addendum also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MCUA) with Enterprise Services:
 - Political subdivisions (e.g., counties, cities, school districts, public utility districts);
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c) (3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.

2.2 By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. Participating State Modifications or Additions to Master Agreement:

- 3.1. WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM:** Within seven (7) days of execution of this Participating Addendum, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at WEBS. Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Master Agreement, Contractor shall maintain an accurate profile in WEBS.
- 3.2. WASHINGTON'S STATEWIDE PAYEE DESK:** To be paid for contract sales, Contractors must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: Receiving Payment from the State.
- 3.3. CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **DATA.** Each sales report must identify every authorized Purchasing Entity by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasing Entities specified herein during the term of this Participating Addendum. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.
 - (c) **DUE DATES FOR CONTRACT SALES REPORTING.** Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

	For Calendar Quarter Ending	Contract Sales Report Due
	March 31	April 30
	June 30	July 31
	September 30	October 31
	December 31	January 31

- 3.4. VENDOR MANAGEMENT FEE:** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.5 percent on the purchase price for all contract sales received by Contractor from any Purchasing Entity (the purchase price is the total invoice price less applicable sales tax, applicable returns, credits and deductions).
- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total contract sales received by
Contractor from any Purchasing Entity (not including sales tax, applicable

returns, credits and deductions) x .0150.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference the following:
 - This Washington Master Contract No.: 05116
 - The NASPO Master Agreement No.: AR2507
 - The year and quarter for which the VMF is being remitted, and
 - Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure accurately and timely to report total net sales, to submit usage reports, or remit payment of the VMF to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law. For clarity, such termination shall have no impact on orders executed by a Purchasing Entity prior to termination.
- (e) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, provided that any change to the VMF imposed on Contractor under this Participating Addendum is duly imposed in all other participating addendums for similar services that the Participating State has executed with other vendors.
- (f) Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

3.5. CONTRACTOR REPRESENTATIONS AND WARRANTIES. Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Participating Addendum and the three (3) year period immediately preceding execution of this Participating Addendum, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- (b) **PAY EQUALITY.** Contractor represents and warrants that, as required by Washington state law (Laws of 2017, Chap. 1, § 147), it agrees to equality among its workers by ensuring similarly employed individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and

responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for its workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience, that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Participating Addendum and any Purchasing Entity hereunder similarly may suspend or terminate its use of the Participating Addendum and/or any agreement entered into pursuant to this Participating Addendum.

- (c) COMPLIANCE WITH PARTICIPATING STATE'S (WASHINGTON'S) STATEWIDE IT POLICIES: Contractor further represents and warrants that, in regard to purchases by any Purchasing Entity, prior to final execution of any order, the applicable Purchasing Entity may reasonably request, and Contractor shall submit certain commercially reasonable security information related to Contractor's product(s), as to be implemented by such Purchasing Entity, in order for the applicable Purchasing Entity to conduct a security design review performed by the Washington Consolidated Technology Services (aka WaTech, a Washington state agency) to ensure that Purchasing Entity has evaluated how such product(s) comply with the Washington Office of the Chief Information Officer's (OCIO) statewide information technology policies 141.10 – *Securing Information Technology Assets Standards* and 188 – *Accessibility (the "Statewide IT Policies")*, as applicable, for such Purchasing Entity and for Contractor's Product(s) implemented by such Purchasing Entity. Such Statewide IT Policies are located on the OCIO website at: <https://ocio.wa.gov/policies>. Execution of an order hereunder by a Purchasing Entity shall be deemed to mean that the Purchasing Entity has concluded that Contractor's product(s) comply with the Statewide IT Policies and Contractor shall not be found in breach of this obligation if later it is determined that the product(s) do not so comply.

- 3.6. COMPLIANCE WITH LAW; TAXES, LICENSES, & REGISTRATION: Contractor shall comply with all applicable law. Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pay all applicable taxes and fees. In addition, for all sales to purchasers in the State of Washington, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

4. Lease Agreements:

Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

5. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor	Participating State
Workday Inc. 6230 Stoneridge Mall Road Pleasanton, CA 94588	State of Washington Department of Enterprise Services Contracts, Procurement and Risk Mgmt. P.O. Box 41411 Olympia, WA 98504-1411
Attn: Sherry Amos Tel: (703) 402-3476 Email: sherry.amos@workday.com	Attn: Mike Dombrowsky Tel: (360) 407-8717 Email: mike.dombrowsky@des.wa.gov

6. Orders:

Any order entered into by Contractor and a Purchasing Entity for a product and/or service available under this Participating Addendum and which refers to this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement as conditioned by this Participating Addendum.

7. General:

- a) **PUBLIC INFORMATION.** This Participating Addendum, all related documents, and all records created as a result of the Participating Addendum and Master Contract, are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Consistent with the Public Records Act, to the extent that any such Contractor document or record – in whole or in part – includes information exempted or protected from disclosure by the Public Records Act, Contractor may mark such document or record – the exempted or protected portions only. Upon Purchasing Entity's request, Contractor will provide a basis for protection of such documents or records under the Public Records Act. In the event that Enterprise Services receives a public records disclosure request that pertains to such properly marked documents or records, Enterprise Services shall notify Contractor of such disclosure request and of the date that the records will be released to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining such disclosure. In the event Contractor fails to file a motion for a court order enjoining such disclosure, Enterprise Services shall release the requested documents on the date specified. Contractor's failure properly to identify exempted or protected information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are protected or exempt from disclosure.

Notwithstanding the foregoing paragraph, the parties agree that in the event any confidential information is required to comply with or is otherwise provided in furtherance of the security design review requirements of Section 3.5, Contractor and the Purchasing Entity shall negotiate a nondisclosure agreement that addresses the nature of any confidential

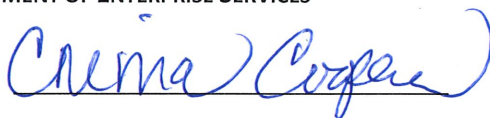
information to be disclosed and mutually agreeable procedures to be followed with respect to such information.

- b) INTEGRATED AGREEMENT; MODIFICATION. This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- c) AUTHORITY. Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- d) ELECTRONIC SIGNATURES. A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.
- e) COUNTERPARTS. This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By:



Corinna Cooper

Its: Enterprise Procurement Manager

WORKDAY, INC.
A DELAWARE CORPORATION

By:

Robynne D Sisco
Robynne D Sisco (Sep 26, 2019)

Robynne Sisco

Its: Co-President

Approved as to Legal Form by:

Katie Hauck
Katie Hauck (Sep 26, 2019)

