

## PARTICIPATING ADDENDUM

Between

Workday, Inc.

(hereinafter "Workday")

AND

State Accounting Office of Georgia (hereinafter "SAO")

(individually referred to as a "Party" or collectively "the Parties")

Pursuant to NASPO ValuePoint

Cloud Solutions 2016-2026

Administered by the State of Utah (hereinafter "Lead State") Master Agreement No. AR2507  
(hereinafter "Master Agreement")

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1. Scope: This Participating Addendum ("PA") 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.

This Participating Addendum is for use by the State Accounting Office of Georgia (also referred to herein as "SAO" or "Participating Entity"). Issues of interpretation and eligibility for participation in the State's tenant are solely within the authority of the State Accounting Officer.

2. PA Term and Renewals: This PA shall begin upon execution and end on June 30, 2043.
3. Order Form: The Parties shall execute an Order Form, which shall be subject to the terms of this PA and the Master Agreement. The payment schedule in the Order Form shall control over the pricing provided in the Master Agreement, and no late fees may be assessed.

The Order Form(s) must comply with the requirements of O.C.G.A. § 50-5-64.

All Order Form(s) shall terminate absolutely and without further obligation on the part of the State at the close of the fiscal year in which it was executed and at the close of each succeeding fiscal year for which the Order Form(s) may be renewed. The Order Form(s) may be renewed only by a positive action taken by SAO.

Renewal of any Order Form will be initiated through the issuance of a notice of renewal by SAO. By May 1st of each year (or 60 days prior to the renewal date), SAO will provide Workday with reports in accordance with section 4(A) of the Order Form. The parties will work together to create an invoice for the renewal term, to be dispatched no later than 30 days prior to the start of the next renewal term. Fees relating to subscription are due at the start of each annual renewal term. All other fees will be paid as provided in the relevant Order Form or Purchase Order. Upon renewal, this PA and the other terms of the Order Form shall continue to apply.

Upon SAO's election, in its sole discretion, to renew an Order Form, (which may be elected in whole or in part, and if in part based on reasonable proration of fees, subject to a good

faith discussion, and other obligations consistent with this PA for affected Services). Workday shall remain obligated to perform in strict accordance with the terms of such Order Form and this PA unless otherwise agreed by authorized employees of SAO and Workday.

An Order Form shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of SAO under the Order Form. The determination of the occurrence of such unavailability of funds shall be made by SAO in its sole discretion and shall be conclusive.

Those obligations for Services already provided in prior periods that should naturally survive termination shall continue in effect notwithstanding such a termination and, to the fullest extent allowed by law, the Parties' agreement regarding post-termination obligations as set forth in this PA will also continue to apply.

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

Contractor

Name:	Sherry Amos
Address:	6230 Stoneridge Mall Road Pleasanton, CA 94588
Telephone:	703-402-3476
Email:	<a href="mailto:Sherry.amos@workday.com">Sherry.amos@workday.com</a>

Participating Entity

Name:	Chief Information Officer, State Accounting Office of Georgia; Myra Guy
Address:	200 Piedmont Avenue SE Suite 1604- West Tower
Telephone:	(470)716-0721 (cell) <del>404-656-2133</del>
Email:	Myra.guy@sao.ga.gov

## **Participating Entity Modifications Or Additions To The Master Agreement**

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

Participating Entity must check one of the boxes below.



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

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

Attachment A to this PA entitled "Modification and Supplementation of Master Agreement Terms and Conditions" and Attachment B to this PA entitled "Data Security Terms and Conditions" are hereby incorporated into this PA.

5. Orders: Any order placed by SAO for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless explicitly provided and agreed to in the pertinent Order Form that the sale is not pursuant to the Master Agreement.

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

Participating Entity: State Accounting office	Contractor: Workday, Inc.
Signature: 	Signature:  <small>Kinnari Desai (Jan 29, 2023 14:43 PST)</small>
Name: Gerlda Hines	Name: Kinnari Desai
Title: State Accounting Officer	Title: VP, Finance
Date: 1/30/2023	Date: Jan 29, 2023

Approved as to Legal Form by:

*Rick Oluka*

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

## **Attachment A**

### **“Modification and Supplementation of Master Agreement Terms and Conditions”**

This Attachment A sets forth certain additional terms that apply to Workday’s provision of and the State’s receipt of the products and services under the PA. All capitalized terms not defined herein shall have the meanings assigned to them in the Master Agreement.

#### **1. STATE CONTRACTING ENTITY; NON-EXCLUSIVITY; NO MINIMUMS**

- 1.1. Purchasing by State. The PA shall be in the name of SAO, which itself and through its designees will be responsible for all purchasing, contracting and decisions for the State of Georgia under this PA. References in this PA to “the State,” “the State of Georgia,” shall be construed to be SAO acting in such capacity for itself and other entities of the State of Georgia (also referred to herein as “state entities”) for which it provides access to the Service. With respect to the State, references to its “Affiliates” includes other state entities, including offices, agencies, departments, boards, bureaus, commissions, institutions, public corporations, and authorities associated directly or indirectly with the State or another state entity, whether or not separately incorporated. For clarity, the Board of Regents of the University System of Georgia (“USG”) and its institutions is an Affiliate of the State; however, at the time of signing this PA, the Parties agree that USG’s use is limited to the Workday Strategic Sourcing Enterprise subscription and Workday Learning for Extended Enterprise. The Parties agree that USG is not included within the FSE estimate and, if included, would trigger a growth event as defined under the Order Form, such that the Parties will negotiate in good faith regarding the best solution for USG. Entities of the State of Georgia (including SAO) may use the services purchased under this PA on their own behalf and for the benefit of customers, in accordance with the terms and conditions hereof.
- 1.2. The execution of this PA only establishes Workday as a source of supply and creates no financial or other obligation on the part of SAO or any other entity of the State (which shall arise and apply only to the extent stated in an Order Form).
- 1.3. Non-Exclusive Rights. The PA is not exclusive. The State reserves the right to select other contractors to provide the same or other products, licenses, and services.
- 1.4. No Minimums Guaranteed. Except as provided in an executed Purchase Order, there is no guarantee of any minimum level of purchases.

#### **2. SERVICE**

- 2.1. License Grant. The following shall replace Section 3.2 “Grant of Rights” of Attachment B of the Master Subscription Agreement:
  - (a) Workday hereby grants to the State of Georgia (for itself and other state entities and Authorized Parties for whom the State enables access to the Service), (i) a non-exclusive, non-transferable right starting on the effective date provided in the Order Form and continuing for so long as required for a Service, the right to access and use the Service, software, Documentation and other Workday Intellectual Property Rights as may be

required for the State, other state entities, and Authorized Parties to receive and use the services, subject to and in accordance with the following terms, and (ii) a non-exclusive, non-transferable, perpetual, unrestricted right to use, copy and distribute to any State, other state entities and Authorized Parties, specific tangible outputs sent by Workday to State, state entities, and Authorized Parties, but solely for the internal purposes of State using such output internally (and for the avoidance of doubt, not for resale or other distribution of any kind for profit) to the extent not otherwise owned by State in connection with authorized use of the Service as set forth in the applicable Order Form for so long as State is authorized to use the Service under such Order Form.

- (b) Notwithstanding anything to the contrary in the PA or any prior or contemporaneous contract between the parties, or that may be presented by Workday in the future, the parties agree that the licenses, Services and support terms applicable to the subject of this PA, including each Order, are solely as set forth in the face of the PA and each attachment to the PA and shall be sufficient, now and hereafter, to authorize the State and its Authorized Parties to use the Services and any attendant licenses for the full deployment described in the PA and such attachments, without payment of any charge to Workday or the assumption of any extraneous restrictions not expressly provided in the PA and such attachments.

## 2.2. Reserved.

## 2.3. Technology and Regulatory Improvements.

- (a) Workday shall maintain and improve the Services, including Software as a Service ("SaaS") applications provided by Workday pursuant to this PA, through regular business planning, and will provide such changes and improvements to the State as part of the same Services and for the same prices as have been agreed to for the Services, provided it will not do so in a way that results in a material loss or adverse change in pricing, support, functionality, features, performance, system requirements or interoperability without the State's consent.
- (b) Workday agrees that it will maintain and enhance the software, systems and processes used to provide services throughout the term of this PA (and any subsequent renewals) and each applicable order using its own resources, and without separate charge to the State, and following a roadmap commensurate with past and ongoing resource commitments, at levels sufficient to sustain the Services as an up-to-date comprehensive industry solution and meet compliance obligations applicable to Workday and its delivery of the Services, and fulfill the obligations as set out in the Workday Documentation, this PA and any associated documents.
- (c) Without limiting the foregoing, Workday will make good faith effort to monitor changes in US federal, state, and local legal and regulatory requirements that impact the features and functionality of the Service (as specified in the Documentation) and will assess the impact of any changes identified to determine whether development and/or configuration changes

are required by Workday and/or potentially desirable for Workday's customers. Workday will inform the State of its plans and actions regarding any such changes through Workday's standard customer communication method.

- (d) Workday agrees that the functionality of the Service will not be materially decreased during the term of this PA. Furthermore, should Workday elect to offer for sale any material component of functionality separately from and no longer as a part of the Service licensed by the State under an Order Form, then the State shall receive the right to use such separate component at no additional fee. Except as provided in clauses (a), (b), and (c) above, the State shall not receive the rights to any new or separate components of the Service that were not a part of the Service listed on an Order Form as of such Order Form's effective date or are added subsequently and for which Workday at the time such components are introduced charges its customers an additional fee.

#### 2.4. Data Location and US Services.

- (a) Throughout the term of this PA, Workday commits that the State's Tenant(s) and State Data will be housed in data centers located in the United States and State Data will not be accessible by Workday from outside of the United States unless prior approval by the State is granted or as set forth below in subsection (b). Workday commits that any Professional Services rendered as part of the PA will be provided in the United States.
- (b) Customer Support. Workday commits that First Line Support will be provided only by Workday's support personnel located in the United States. First Line Support is defined as the first line Workday customer support response to cases logged by the State using Workday Community. First Line Support will be available during the following hours: 8:00 AM ET – 10:00 PM ET and any other time Workday generally makes First Line Support available for such purpose. For support issues initiated by the State that require more than First Line Support, including in the case where (i) at a given hour other than 8:00AM ET-10:00PM ET, it is not possible to obtain necessary domain expertise from Workday support personnel located within the United States, or (ii) the issue requiring access to State Data is logged outside the specified hours for First Line Support, the State may, at its sole discretion, allow support personnel not located in the United States to access the State's Tenant(s) provided that Workday will seek the State's prior approval for such access. Any access to the State's Tenant by Workday support personnel will be done in accordance with the controls specified in Workday's Current Audit Reports as modified by the foregoing. Delays resulting from limitation by Workday resources shall not excuse Workday from its other obligations in this PA. In addition, the State agrees that certain Workday personnel with privileged access roles may have occasional and/or incidental access to State Data from outside the United States solely in order to maintain, monitor, and/or provide quality

assurance for the Service(s) and the access and security roles under this PA shall apply.

- (c) **Data Encryption.** Workday will encrypt State Data stored at rest within the data center and in motion in the course of Processing, except when use thereof in unencrypted form is required for Workday activities.
- (d) **Professional Services.** Workday agrees that any Professional Services rendered as part of the contract will be provided by personnel located in the United States.

2.5. **Data.** The term “State Data” shall have the same meaning as “Customer Data” in the Master Agreement. The following shall replace Section 3.6 of the Master Subscription Agreement:

- (a) Workday may collect data associated with the State’s use of the Service, including the performance results for the Service (the “Aggregated Data”) to optimize and improve the Service and to perform capacity planning across its business and customers, provided that Workday’s use of Aggregated Data will not (i) reveal the identity, whether directly or indirectly, of the State to any third party; (ii) reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service; or (iii) violate Workday’s obligations in respect to State Confidential Information.
- (b) Insofar as Workday transfers State Data to a third party in connection with its maintenance and operation of the services for the State, such as for hosting purposes, Workday agrees that all such third parties, including employees, advisors, contractors and third-parties shall be subject to requirements sufficient to give effect to the terms of the PA and to the extent that the State consents to such sharing of State data. A list of third parties with whom State Data is requested by Workday to be shared will be available upon request.
- (c) The State shall own derivatives, such as integration output and report output that are created for the State and generated from State Data. Integration output and report output are State Data for so long as they remain in the Service and shall be protected as such, with the understanding that State Data removed or transferred from the Service by the State or State’s Authorized Parties shall nonetheless constitute Confidential Information of the State. The State shall own its Confidential Information, which for the avoidance of doubt includes integration output and report output (such as financial statements or the statistical data used to complete them) in perpetuity. The State may use, modify, or distribute such Confidential Information during and after the PA without restriction. For the avoidance of doubt, Workday may only use such derivatives as permitted under Section 2.5(a) above.

2.6. **Service Levels.**

- (a) The definition of “SLA” in the Master Subscription Agreement is hereby deleted in its entirety and replaced with the following: “**“SLA”** means the



Production Support and Service Availability Policy, located at <http://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time. No update shall materially decrease Workday's responsibilities under the Workday SLA. As a result of the foregoing change, the "**Workday Production Support and Service Level Availability Policy**" attached in Attachment G (pages 1-4) is deleted in its entirety and replaced with the current version of SLA attached to this PA as Attachment D.

- (b) The "WORKDAY SLA SERVICE CREDIT EXHIBIT" in the Master Subscription Agreement is hereby deleted in its entirety and replaced with the following: "**Workday SLA Service Credits**. If Workday fails to meet the Service Availability or Service Response minimums in a calendar month as set forth in the SLA, in any rolling six-month period ("Failure"), then as the State's sole and exclusive remedy, Workday shall provide, at the State's request, service credits for the subscription fees paid for the applicable month for the affected Service as follows: (a) the parties shall meet to discuss possible corrective actions for the first Failure; (b) 10% of subscription fee for a second Failure; (c) 20% of subscription fee for a third Failure; and (d) 30% of subscription fee for a fourth Failure, to apply cumulatively. If more than one of the above (a through d) is triggered, the greater amount for the applicable month shall apply. If there is a Failure in more than three months in any rolling six-month period, then within thirty (30) days of the most recent Failure, the State may terminate the affected Order Form and Workday shall refund the State any prepaid fees for the affected service that was to be provided after the effective date of termination. Credits shall be deducted from subsequent invoices for subscription fees or, upon expiration or termination of the affected Order Form, paid to the State directly."

- 3. ASSURANCE SERVICES. The parties may enter into one or more Statements of Work ("SOWs") to have Workday perform certain assurance services for the State. The terms and conditions applicable to such assurance service will be as set forth in the applicable SOW.

- 4. WORKDAY PERSONNEL

- 4.1. Relationship Manager. Workday shall appoint a qualified member of its staff to act as a dedicated manager of Workday's relationship with the State (the "**Workday Relationship Manager**"), whose duties shall be to act as primary liaison between Workday and the State for all matters relating to Workday's (and its Subcontractors') performance under the PA, who shall have sufficient authority to grant or communicate the granting of all necessary approvals and who shall: (a) have overall managerial responsibility for the responsibilities of Workday (or of a subcontractor) under the PA; (b) have direct access to the key decision makers of Workday (or of a Subcontractor); and (c) be able to call upon the experience, expertise and resources of Workday (or of a Subcontractor) as needed to properly, efficiently and timely perform their duties under the PA. The Workday Relationship Manager shall be a resource in addition to any Project Manager or project management established under any Purchase Order, Order Form, or SOW. The



State may, at its option, designate one or more individuals who shall use reasonable efforts to facilitate Workday in carrying out an efficient delivery of services (“**State Relationship Managers**”). Both Parties shall notify the other Party of a change in the identity of their respective Relationship Managers.

4.2. Workday Personnel. The individuals who perform Services, whether employees or independent contractors of Workday (or of a Subcontractor) are hereinafter referred to as “**Workday Personnel**” and at all times meet the requirements set forth below, in addition to any requirements set forth in the PA. Workday Personnel assignment requirements are as follows:

- (a) Unless specifically agreed otherwise by the State in each instance, Workday shall only assign as Workday Personnel, employees of Workday and those limited non-employees of Workday who qualify as “independent contractors” or “temp employees” by meeting the following respective criteria: (i) they are consultants who provide services to Workday or its entities in the ordinary course of business under independent contractor relationships of a type commonly referred to in the United States as “1099” relationships, or (ii) they are individuals who provide services to Workday or its entities on a leased employee or so-called staffed- or temp-employee basis pursuant to contracts between Workday and the third-party staff augmentation companies or staffing companies, and (iii) they are, in all cases, subject, in their individual capacities, to written duties of confidentiality and obligations to protect the State’s Intellectual Property Rights that are at least as protective of the State as those contained in the PA; and
- (b) Prior to assigning any Workday Personnel in the United States, Workday (unless prohibited by Law) agrees to conduct (or has previously conducted at the time of hire) a criminal background check (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Data. As of the effective date of this PA, the background check shall include the items specified below (“Background Check Items”). However, Workday reserves the right to modify the Background Check Items to coincide with then-current commercially reasonable standards for background checks. In no event shall Workday knowingly allow any person to be assigned to have access to Customer Data hereunder whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering, or whom Workday has become aware of any such conviction after such background check.

#### Background Check Items

For personnel in the United States:

- i. SSN Trace
- ii. 7 Year County Criminal Report
- iii. 7 Year Statewide Criminal Report
- iv. 7 Year Federal Criminal Report
- v. Basic Employment Verifications (Maximum 3)
- vi. Education Verification (Maximum 1)
- vii. Multi-state / Multi Jurisdiction Criminal Records Locator

## viii. OFAC List Verification

If, pursuant to Section 2.4(b), the State approves access to the State's Tenant by support personnel not located in the United States, background screening of such personnel will be performed in accordance with the controls specified in Workday's Current Audit Reports or, if the work is under a Professional Services Agreement, the Parties will mutually agree upon such background checks.

Workday shall participate fully in the defense of, indemnify, and hold harmless the State, including SAO and state entities, for Claims resulting from Workday's failure to obtain appropriate background investigations as stated herein or as modified to coincide with then-current standards for background checks applicable to information technology service providers who process or store sensitive financial and personally identifiable information.

- 4.3. State Review and Acceptance. If any Workday Personnel performing Professional Services or otherwise having regular contact with the State is found to be unacceptable to the State for cause, including demonstration that he or she is not qualified to perform the services assigned, the State shall notify Workday of such fact and Workday shall promptly remove said Workday Personnel and, if requested by the State, provide a qualified replacement. If any Workday Personnel is found to be unacceptable to the State for any other reason, the State shall notify Workday of such fact in writing, and Workday shall promptly take reasonable and appropriate action.
- 4.4. Project Managers. Separately from the Workday Relationship Manager, Workday shall designate a certified project manager ("**Project Manager**") who shall be principally responsible for owning and ensuring proper and timely provision of the Professional Services to be provided by Workday under a SOW.
- 4.5. Continuity. If Workday reassigns any Workday Personnel performing Professional Services or otherwise having regular contact with the State, Workday shall promptly provide a qualified replacement acceptable to the State, and the State shall not be charged for any training or transition time for such replacement. Without limiting the generality of the foregoing, because the progress of a project specified in a Purchase Order, SOW, or other ordering documents may be dependent on such continuity, certain individual Workday Personnel may be identified in a Purchase Order, SOW, or other ordering documents as key personnel ("**Key Personnel**"). Except as directed by the State under Section 4.3 or for the reasons provided in this Section 4.5, Workday shall not remove or reassign any Key Personnel at any time for any reason during the term of such individual's obligations of performance of Services under the applicable Purchase Order, SOW, or other ordering documents without the State's prior written consent, such consent not to be unreasonably withheld. Workday shall have the right to re-assign any Key Personnel in case of: (a) death, (b) disability, (c) bona fide termination of employment, (d) changes in applicable law, (e) changes in immigration status not caused by the negligence of Workday or the applicable individual and which could not have otherwise been reasonably foreseen, or (f) upon the occurrence of events having a significant personal impact on the affected Key Personnel (such as death of next of kin). Any re-assignment shall be so permitted only to the limited extent and for such limited duration as required to

reasonably accommodate the circumstances of the adversely affected Workday Personnel.

4.6. Reserved.

4.7. Subcontractors; Ineligible Status For purposes of this PA and the Professional Services Agreement, (a) prior to giving any Subcontractor access to State Confidential Information, Workday shall ensure that such Subcontractor has entered into a written agreement with Workday requiring that the Subcontractor abide by terms no less protective than those provided in this PA and the Master Agreement relating to the protection of Confidential Information; and (b) Workday will coordinate with the State to assure subcontractors otherwise comply with State subcontracting requirements. Workday certifies that neither Workday nor any of its Subcontractors have been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Workday will promptly notify the State if upon Workday's discovery that Workday or any such Subcontractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors (or such successor list) by a federal entity. Workday's use of any Subcontractor does not relieve Workday of its representations, warranties, or obligations under the PA. Without limiting the foregoing, Workday will: (a) be responsible and liable for the acts and omissions of each of its Subcontractors (including Workday personnel) to the same extent as if such acts or omissions were by Workday or its employees; and (b) be responsible for all fees and expenses payable to, by or on behalf of each Subcontractor in connection with the PA, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

4.8. Timely and Quality Performance. Workday personnel shall perform the services with promptness and diligence, and in all events by the times specified therefor in the applicable Purchase Order, SOW, and other ordering documents, if any. At all times during the term of this PA, Workday shall retain a sufficient number of Workday Personnel, with the required skills, to meet the ongoing needs of the State. Workday shall be responsible for the management of all Workday personnel in the performance of services, the integrity and quality of all services and deliverables, and the required periodic reporting of the status of all services and deliverables to the State as specified herein and/or in the applicable SOW. In case the State directs any question or complaint in writing to the Relationship Manager or Project Manager relating to the foregoing, Workday shall provide the State written acknowledgement within three (3) business days of receipt thereof and a comprehensive response including a formal mitigation action plan within ten (10) business days of receipt of the assessment addressing each of the identified areas requiring Workday improvement.

5. COMPLIANCE

5.1. State Policies and Directives. Workday shall ensure that all Workday Personnel, while at a State location, will abide by all reasonable policies and directives issued by the State, including those relating to its Code of Business Conduct, all on-site rules of behavior, work schedules, security procedures, and other standards and

procedures as may be established by the State from time to time, provided such policies or directives are published (or otherwise made known) to Workday prior to such visit and are limited to administrative and security-based issues. Accordingly, Workday hereby agrees that prior to sending any Workday personnel to work at any State facility, Workday will provide such Workday Personnel with a copy of all written State policies and procedures provided by the State to Workday and will have Workday personnel review and acknowledge same. In addition, Workday will cause all Workday personnel to comply, when at a State location, with such standard safety policies applicable to such site and such additional policies as the State may, from time to time, communicate to Workday or Workday personnel.

Additionally, Workday will comply with and shall ensure that services, products, and deliverables provided by Workday comply with all State (including SAO, Georgia Department of Administrative Services, and Georgia Technology Authority) policies, standards, and guidelines applicable to the provision of services for the State of Georgia that are communicated to Workday prior to the start of performance or reasonably requested by the State subsequently. As it relates to the Service, such compliance will be consistent with and to the extent the functions are specified in the Documentation. The foregoing shall not be construed as a waiver of Workday's obligations above in Section 2.3(c) (Technology and Regulatory Improvements).

5.2 Data Security. In addition to Workday's obligations under Section 5 of the Master Agreement, Workday shall comply with the Data Security Terms and Conditions set forth in Attachment B.

5.3. Without limiting the generality of the foregoing:

- (a) Certain equipment, software, and technical data which may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the United States or any other country. Workday shall be responsible for complying with all export and re-export laws and regulations that are applicable to Workday, including: (i) local license or permit requirements, (ii) export, import, and customs laws and regulations, which may apply to certain equipment, software, and technical data provided hereunder; and (iii) all applicable foreign corrupt practices acts.
- (b) Workday represents and warrants, to the best of its knowledge and/ or belief, that: (a) Workday, Workday Affiliates, and any and all of their respective parents, subsidiaries, officers, directors, employees (including all Workday Personnel), and all of their agents and business partners (collectively, "**Workday Parties**") are in compliance with, in good standing under, and have not violated, any United States laws or the laws of any other country or countries relating to the transfer of technology, including the Export Administration Regulations, the International Traffic in Arms Regulations and the regulations administered by the Office of Foreign Assets Control of the United States Department of the Treasury or other similar laws or any foreign country (collectively, the "**Transfer Control Laws**"); (b) Workday Parties are not, and never have been, named as a "debarred" party, "denied person or entity", "embargoed entity" or otherwise

sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (c) Workday will promptly notify the State in the event it becomes aware that any of the Workday Parties are named as a "debarred" party, "denied person or entity," or "embargoed entity," or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (d) Workday parties will comply with all applicable Transfer Control Laws.

- (c) Workday acknowledges and understands that improper use of material non-public information may be a violation of the law, including laws concerning insider trading, and may subject it and its employees to prosecution, civil liability, fines and criminal penalties, and, where applicable, may also be grounds for termination of the PA.
- (d) Workday shall comply with all applicable Law, including those regarding the obtaining and maintenance of business permits and licenses that may be required of Workday to carry out the work performed under the PA.
- (e) 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. Without limiting the generality of the foregoing, Workday will be liable for the acts and omissions of such third parties to the same extent as if such acts or omissions were performed by Workday directly.
- (f) Workday certifies that Workday is not currently engaged in and agrees for the duration of the PA not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85. Workday agrees that any failure by Workday or Workday's employees to comply with any of the obligations of this section may be treated by the State as a material breach of the PA by Workday.
- (g) Workday hereby certifies as follows:

- i. Workday will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the PA.
- ii. If Workday has more than one employee, Workday shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq. throughout the duration of the PA.
- iii. Workday will secure from any Subcontractor the following written certification: "As part of the subcontracting agreement with (Workday's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of the PA pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
- iv. Workday may be suspended, terminated, or debarred if it is determined that any of Workday's certifications above is false or Workday has violated any such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5.4. Permits and Licenses. Workday acknowledges and agrees that it is solely responsible for procuring and maintaining all necessary permits and licenses required in connection with Workday's performance, and the performance of all subcontractors, under the PA, including obtaining all necessary shipping and/or delivery permits and processing and procuring all necessary visas and passport documents for all Workday personnel in advance of their assignment in connection with services. Workday will obtain, at Workday's sole cost and expense, all such permits, licenses and visas in a timely manner to avoid any unnecessary delay.

5.5. Sexual Harassment Prevention. The State promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment. Pursuant to the State's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel, which for purposes of this PA will be considered to include Workday and applicable subcontractors of Workday, must complete sexual harassment prevention training at least once every two years. If Workday, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, Workday and such subcontractors may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State. Workday certifies that: (A) Workday will



ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>; (B) Workday has provided sexual harassment prevention training in the last two years to such employees will flow down such requirements to its applicable subcontractors, and will continue to do so on a bi-annual basis; or Workday will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on a bi-annual basis thereafter; and (C) Upon request of the State, Workday will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training. <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0>

6. **CHARGES, PAYMENT AND TAXES.** The following shall replace Section 2 of the Master Subscription Agreement and Section 2 of the Professional Services Agreement:
  - 6.3. **Workday Certification.** By executing the PA, Workday certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. Workday acknowledges that the State may declare the PA void if the above certification is false. Workday understands that fraudulent certification may result in the State or its representative filing for damages for breach of contract.
  - 6.4. **Charges.** The charges payable by the State for goods, services, products, and deliverables provided to the State and State customers will be as set forth in the applicable Order Form.
  - 6.5. **Invoices and Payment Terms.** The State will pay all undisputed invoiced amounts within thirty (30) days following receipt of a valid invoice.
  - 6.6. **Disputed Charges.** In the event the State reasonably believes that any invoice submitted by Workday contains any discrepancies or errors, the State shall notify Workday of such discrepancy(ies) or error(s) in writing. The parties agree to cooperate in good faith to resolve any dispute in a timely manner. Upon receipt of the State's notification of dispute, Workday will investigate such dispute and will either (a) correct such invoice if a correction is so required and provide a corrected invoice or other such notice in writing, or (b) if no correction is required, send State written notice that Workday has investigated such dispute and that Workday considers the amounts due and payable and no longer in dispute. The State shall not be required to make payment on any disputed portion of an invoice until such time as the dispute has been finally resolved by the parties. For the avoidance of doubt, a dispute regarding an invoice and the State withholding payment of disputed charges as permitted under the PA will not permit Workday to suspend or cease performance of the Services and Workday shall continue to provide such Services.



6.7. Reserved.

6.8. No Other Charges; Expenses. Workday acknowledges and agrees that the charges and fees described in this Section shall be “all-inclusive” and represent the total cost for the Service including all costs associated with all goods, software, and services to be provided by Workday pursuant to the PA, including the warranty and all maintenance, support, and remedial action thereunder required to ensure the Service and all components thereof are available to the State and function in accordance with the requirements of the PA. In no event shall the State be liable for any amounts not described in the Order Form(s) or any other charges, fees, expenses, or costs incurred by Workday. Accordingly, no such expenses of Workday will be separately reimbursable by the State.

6.9. Taxes.

(a) Reserved.

(b) The State is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on the wages of Workday Personnel. The State is exempt from state and local sales and use taxes on the Services. Tax exemption certificates will be furnished upon request.

6.10. Books and Records.

(a) GAAP Standards; Record Retention. Workday shall maintain books and records in accordance with Generally Accepted Accounting Principles to substantiate Workdays prices and other charges billed to the State under the PA and each Order Form. Workday will maintain such books and records for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records.

(b) Information Regarding Billing Questions. Workday shall answer billing questions and provide the State with such documentation as the State may request pertaining to billing. Once per year and at the sole cost of the State, Workday shall provide the State and the State’s representatives with reasonable access to such books and records for purposes of auditing the fees under the PA and/or any Order Form.

6.11. Audit. The following shall replace Section 25 of the Master Agreement: In addition to the terms hereof regarding security assessments and review of books and records, Workday shall permit the Auditor of State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to audit Workday to achieve one or more of the following additional objectives: (a) examine Workday’s performance of, and conformance to the terms of, the PA, including, to the extent applicable to the applications and services provided by Workday and to the charges therefore, (b) performing audits of supporting information and calculations regarding compliance with Service Levels; and (c) verification of Workday’s disaster recovery and back-up

procedures. The State agrees to the following conditions in connection with such audits: (i) The State will not unreasonably interfere with Workday's normal business operations, (ii) all information disclosed during such site visit shall be considered Workday's Confidential Information (unless the information Workday possesses is already Confidential Information of the State or State Data), and (iii) the State will comply with Workday's reasonable security policies and procedures delivered in writing to the State in advance of the applicable audit. If as a result of any such audit the State determines that Workday has overcharged the State, the State will notify Workday of the amount of such overcharge and provide Workday with a report setting forth the determination of such overcharge. Upon such notice, Workday shall promptly pay to the State the amount of such overcharge, together with interest thereon at the Interest Rate (Prime rate published in Eastern edition of Wall Street Journal on date the state paid the overcharge plus 2%) calculated from the date of such overcharge until the date Workday reimburses the State. In addition, if such audit reveals an overcharge to the State in any fee, cost, or charge billed by Workday, Workday shall reimburse the State for the actual costs of such audit. In the case of a performance-related audit, Workday and the State shall meet to review each audit report promptly after the issuance thereof and to mutually agree upon the appropriate manner, if any, in which to respond to the changes suggested by the audit report.

- 6.12. Delay of Payment Due to Workday's Failure. If the State in good faith determines that Workday has failed to perform or deliver any component of the Service for which the State is charged as required by the PA, Workday shall not be entitled to the compensation under the PA corresponding to such components until such components are delivered and/or conform to the requirements of the PA. To the extent that Workday's failure to perform or deliver in a timely manner causes the State to incur costs, the State may deduct the amount of such incurred costs from any amounts payable to Workday. The State's right to deduct such incurred costs shall not in any way affect the State's right to terminate the PA or any Order Form.
- 6.13. Set-Off Against Sums Owed by Workday. In the event that Workday owes the State any sum under the terms of the PA, pursuant to any judgment, or pursuant to any law, the State may set off the sum owed against any sum owed by the State to Workday in the State's sole discretion.
7. REPRESENTATIONS AND WARRANTIES. For the duration of the Term applicable to the relevant Services, Workday warrants to the State that (i) the Services will be performed in a good and workmanlike manner, (ii) that the features and functions of the Services will conform in all material respects to the specifications as provided pursuant to this PA, (iii) the execution and performance of this PA by Workday does not violate any agreement to which it is a Party; (iv) Workday will comply with all applicable US federal, state and local laws applicable to Workday's business operations; and (v) it has processes and procedures in place with respect to the detection, prevention and recovery controls with respect to viruses and malicious software, including virus scanning (vi) Workday's services, products, and deliverables will comply with all applicable Law. As it relates to the Service, such compliance will be consistent with and to the extent the functions are specified in the Documentation. The foregoing shall not be construed as a waiver of Workday's obligations above in Section 2.3(c) (Technology and Regulatory Improvements). Additionally, Workday acknowledges that a Severity Level 1 issue or

Severity Level 2 issue (as defined in the SLA) is a breach of warranty in items (i) and/or (ii) of this section.

8. TERMINATION AND SUSPENSION. Without limiting the State's other rights to terminate or suspend Services state in the Order Form, the Master Agreement, or the PA, the following shall also apply:

8.3. No Suspension of Service with Limited Exceptions. Notwithstanding anything in this PA to the contrary, Workday may suspend Services only in the following cases, (1) if the State is past due in payment of fees due Workday at any time in an aggregate amount of at least \$200,000 (other than as a result of a dispute of such payment amount or obligation or Workday's compliance with contractual terms for invoicing such fees) and such delinquency continues for more than thirty (30) days after the State receives notice from Workday that such payment is past due accompanied by a demand for payment, provided that if State does not respond within ten (10) days after receipt of such notice, Workday shall send a reminder notice, then in such case Workday may suspend the Services for which payment have not been received until such fees are paid or otherwise resolved, (2) if for reasons caused or attributable to State there is material risk to the security or performance of any Services or any aspect of Workday's software programs and applications as a result of State's continued use of such Services, and if suspension of Services is the only prudent or legal response to avoiding that risk, then in such case Workday may suspend or limit the Services for which that risk exists until the risk is resolved or otherwise satisfactorily addressed, or (3) where necessary by reason of an order of a court, administrative agency, or other governmental body.

8.4. Termination for Non-Appropriation. The total payment established under the Order Form is payable by the State solely from fees approved by the State for its use of the Services. In no event will the total obligation to Workday under the Order Form in any fiscal year exceed the sum of the fees approved by the State for its use of the Services during the same fiscal year. In the event that the source of payment for the total payments under the Order Form no longer exists or is insufficient with respect to the Services as a result of a reduction in funding, insufficient appropriations, or is otherwise reduced pursuant to Law, then in addition to any other right of the State under this PA or applicable law the State may terminate the Order Form, or the Parties may agree to enter into good faith negotiations to rescope the Services and amend the applicable Order Forms to conform to the revised funding conditions. In such event, the Charges will be adjusted downward in proportion to the portion of the Services that Workday will not be providing, and the Parties will mutually agree upon an appropriate adjustment in good faith to the remaining Services, Service Levels, and Charges. The State will promptly notify Workday if the State believes that the necessary funding or authorizations will not be obtained. If partial funding sufficient only for a portion of the Services will be made available, the Parties may agree to perform their respective obligations relative to such Services, and the Order Form will be amended accordingly. The State and many of the State customers are entities whose authority is subject to the actions of the Georgia General Assembly. Some State Customers may additionally be subject to the actions of the United States Congress or other U.S. Governmental Authorities. If funds sufficient to pay the State's obligations under the Order Form in any fiscal year are not received by the State from its customers

or the General Assembly or if SAO's statutory authority to enter into the PA is repealed by the Georgia General Assembly or ruled unconstitutional by a court of competent jurisdiction, then the State may terminate the Order Form or SAO may, upon notice to Workday, terminate the PA, in whole or in part, as of the termination date specified in the notice; provided that, (x) in the case of a termination related to insufficient funding, SAO will provide such notice within sixty (60) days after SAO's receipt from any of SAO's customers of notice of such insufficient funding; and (y) in the case of a termination due to the repeal by the Georgia General Assembly of SAO's statutory authority to enter into the PA, or the ruling by a court of competent jurisdiction that SAO's statutory authority to enter into the PA is unconstitutional, SAO will provide such notice within sixty (60) days after such repeal or ruling; and provided further that this Section does not alleviate SAO's obligation to pay for Transition Assistance in accordance with Section 9. Certification from SAO regarding the insufficiency of funds received from SAO customers to pay the obligations under the Order Form will be deemed conclusive. If SAO, any other State customer(s), or the subject matter of the PA become subject to a legislative or regulatory change or the revocation of statutory or regulatory authority that would (1) render the continued provision of the Services impossible or unnecessary, (2) render the PA invalid, illegal or otherwise unenforceable, (3) substantially decrease the amount and types of the Services, or (4) terminate the appropriations for the Order Form, then SAO may, upon notice to Workday, terminate the PA or applicable Order Form, in whole or in part, as set forth above. Nothing herein pledges the credit of the State or any of its departments or agencies to make the payments contemplated in the PA or associated Order Form.

8.5. No Termination Fees. For clarity, in no event shall the State be responsible to pay for any termination fees in connection with any termination of the PA, an SOW, an Order Form, or a Purchase Order.

9. BID ASSISTANCE; TRANSITION ASSISTANCE; COOPERATION. In case of any termination (including by expiration of this PA), and subject to State's payment of all undisputed payments for any continuing Services requested from Workday, Workday will continue to provide Services and assist in wind-up and transition activities reasonably requested by the State for a period of up to twenty-four (24) months after termination in order to carry out reasonable transition requirements provided by the State. These may include the following:

9.3. Bid Assistance. In the process of deciding whether to undertake any cessation of any Services, or any termination, expiration or renewal of this PA, in whole or in part, the State may consider or seek offers for the performance of services similar to the Services. As and when reasonably requested by the State for use in any such process, Workday will provide to the State such information regarding the Service that Workday otherwise maintains for its clients and prospective clients, excluding Workday Confidential Information that cannot be redacted or summarized in a manner that preserves its protection. The State may distribute such information to third party bidders in a request for proposals, request for information, specification, or any other solicitation relating to the products and services (or any portion thereof) and as necessary to support any related due diligence activities, except that no Workday Confidential Information shall be provided to third party bidders without Workday's prior written consent.

#### 9.4. Transition Assistance Period.

- (a) Upon the expiration or earlier termination of this PA or any Order Form, the State may elect, by providing written notice to Workday within thirty (30) days of such expiration or termination, to continue this PA or such Order Form for up to twenty-four (24) months (measured from the date of such expiration or termination) (the “**Transition Assistance Period**”). Such Transition Assistance Period shall continue for the State’s requested duration unless extended by request of the State prior to the end of the Transition Assistance Period or terminated by the State with at least ninety (90) days’ prior notice. During the Transition Assistance Period Workday shall: (a) continue to provide the Services or such portion thereof as may be requested by the State (the “**Continued Services**”) and (b) perform or provide to the State such other Services, including consulting services (to be compensated at contract rates then in effect), as reasonably requested by the State and described in a statement of work, to complete its transition and/or exit to another supplier of products and services similar to the products and Services (the “**Transition Assistance Services**”).
- (b) The Transition Assistance Services shall be considered “Services” for purposes of this PA and shall, at all times during the Transition Assistance Period, be performed in accordance with this PA. The Continued Services shall be provided during the Transition Assistance Period and delivered with the same quality and level of performance as provided by Workday prior thereto, but not less than as required under this PA.
- (c) At any time during the Transition Assistance Period, the State may terminate any Continued Service, in whole or in part, by providing Workday with at least thirty (30) days prior notice of such termination. Workday shall have the right to require, as a condition to its obligation to provide Transition Assistance Services, that the State pay reasonable out-of-pocket expenses actually incurred in connection with the provision of such Transition Assistance Services.

For whatever portion of the Continued Services period the State utilizes the Service in production as the system of record for concerned functionality, Workday will charge the same price as for in-term or renewal periods otherwise available to the State but for such termination; for whatever portion of the Continued Services period the State utilizes the services not in production and not as the system of record for concerned functionality, Workday agrees to reduce the charge to a mutually agreeable level reasonably reflecting the degree of use of the Services.

- (d) During the Transition Assistance Period, Workday shall continue to maintain the Software as a Service applications provided by Workday pursuant to this PA in a way that does not result in a material loss or adverse change in support, functionality, features, performance, or interoperability without the State’s consent.



- 9.5. Cooperation. In the event of any termination or expiration of this PA or any Order Form, Workday and the State shall cooperate with each other to determine timetables, transition procedures, and related consulting requirements, associated with migrating each of the terminated products and Services from, and related delivery and/or conversion of State Data or work files held by, Workday.
- 9.6. Retention and Retrieval of State Data: Workday will retain and make State Data available to the State through the Service solely for purposes of the State retrieving State Data for a period of up to sixty (60) days after the expiration or earlier termination of the Order Form. If, however, State uses the Transition Assistance Period pursuant to Section 9.2 above, the retention shall continue for the Transition Assistance Period, and the Customer Data Retrieval Period will expire sixty (60) days after the end of the Transition Assistance Period (the "Customer Data Retrieval Period"). State Data made available under this Section will be in an industry standard format (for example, CSV, delimited text or Microsoft Excel). After such Customer Data Retrieval Period, Workday will have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data by deletion of the State's Tenant; provided however, that Workday will not be required to remove copies of the State Data from its backup media and servers until such time as backup copies are scheduled to be deleted, provided that that in all cases Workday will continue to protect the State Data in accordance with this PA and will provide notification of deletion to the State. The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the term of the Order Form, the State may extract State Data using Workday's standard web services at no additional cost. No State Data will be deleted during the foregoing periods.
10. GEORGIA OPEN RECORDS ACT. In the event a Party receives a request under the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq., for inspection of the other Party's Confidential Information, the Party receiving such request will, prior to disclosure, immediately (within one (1) Business Day of receipt of the request, if possible) inform the other Party of the request by telephone and email in accordance with the PA. The Party whose Confidential Information is sought will have the burden of raising any applicable exceptions or exemptions under the Georgia Open Records Act, sustaining the exception or exemption, and taking any other action necessary to protect its interests, including complying with any requirements of the Georgia Open Records Act for refusing access to records. Notwithstanding any other provision, the State's confidentiality obligations under the PA, including this Section, will be subject to the provisions of the Georgia Open Records Act.
- 10.3. Response to Legal Orders, Demands, or Requests for Data. Workday's response to legal orders, demands, or requests for State Data shall be handled in accordance with Section 6(i) of the Data Processing Exhibit.
11. LIMITATION OF REMEDIES, GENERAL INDEMNITY AND INSURANCE. The following shall replace Section 7 and Section 8 of the Master Subscription Agreement and Section 7 and 8 of the Professional Services Agreement:
- 11.3. Limitation of Liability. To the maximum extent permitted by Law and except with respect to Workday's indemnification obligations in Section 13 of Attachment A to the Master Agreement (Indemnification), and Section 11.7 (General Indemnity);

reckless misconduct, gross negligence, willful misconduct and/or fraud; as provided in Section 11.2 (Data Breach Remediation and Special Limitation of Liability); and/or the State's payment obligations, in no event shall either Party's (or Workday's Affiliates or third-party licensors') aggregate liability arising out of or related to this PA, whether in contract, tort, or otherwise exceed:

- (a) With respect to Claims arising from the subscription or any other Service that is subject to the Master Subscription Agreement: three and twenty-five hundredths (3.25) times the average annualized fees (as determined at the time the Claim arose) under this PA during the Order Term of the applicable subscription Order Form for the Service from which the Claim arose (and for the purposes of Sections 11.1 and 11.2, subscription charges for HCM, Financials, and Procurement are treated as a single Service and collectively correspond to a single indivisible Payment Amount shown for each applicable year); or
- (b) With respect to Claims arising from a Statement of Work or any other Professional Service subject to the Professional Services Agreement: the amount of fees paid or payable by the State for the specific Statement of Work from which the Claim arose. The Professional Services provided by Workday are advisory only and no specific result is assured or guaranteed.

#### 11.4. Data Breach Remediation and Special Limitation of Liability.

- (a) Remediation for Certain Data Breaches. 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 PA, Workday shall pay the reasonable and documented costs incurred by the State in connection with the following items subject to the limitation of liability in Section 11.2(b): (i) costs of any required forensic investigation to determine the cause of the breach, (ii) 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, (iii) 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 (iv) 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. Unless prohibited by Law, all remediation costs incurred by Workday or reimbursed to the State shall count against Workday's limitation of liability in this Section 11.2(a) unless the exclusions in Section 11.2(b) apply.
- (b) Special Limitation of Liability for Certain Data Breaches. 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 PA, to the maximum extent permitted by Law and except with respect to Workday's indemnification obligations in Section 11.2(a) above, Section 13 of Attachment A to the Master Agreement (Indemnification), and Section



11.7 (General Indemnity); or reckless misconduct, gross negligence, willful misconduct and/or fraud, in no event shall Workday's aggregate liability arising out of or related such unauthorized access or acquisition, whether in contract, tort, or otherwise exceed:

- i. With respect to Claims arising from the subscription or any other Service that is subject to the Master Subscription Agreement: seven (7) times the average annualized fees (as determined at the time the claim arose) under this PA during the initial order term of the applicable subscription order form for the Service from which the Claim arose; or
- ii. With respect to Claims arising from a Statement of Work or any other Professional Service subject to the Professional Services Agreement and unless otherwise agreed to by the parties under the terms of specific SOW(s): one and a half (1.5) times the amount of fees paid or payable by the State for the specific Statement of Work from which the Claim arose.

11.5. 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 for data that is not State Data, whether in contract, tort or otherwise, arising out of, or in any way connected with this PA, 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. The State will not assert that its payment obligations as set forth in an Order Form are excluded as Workday's lost profits. This section shall only apply to any liability between Workday and the State and does not limit the Claims that either Party may bring against a third party or the Claims a third-party may bring against either Party.

11.6. Direct Damages. Subject to the limitations in Sections 11.1 and 11.2 and notwithstanding Section 11.3 above, the Parties agree that with respect to Workday's breach of its obligations set forth in this PA, the following shall be considered direct damages and Workday shall reimburse the State 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 (except for discretionary fines or penalties assessed by the state) arising from such breach; and (iii) legal fees, including reasonable attorneys' fees, to defend against third party claims arising from such breach.

11.7. Insurance.

Before commencing work on this PA, Workday must provide SAO with certificates of insurance to show that the minimum coverages required in Section 11.6 of this PA are in effect. It is the responsibility of Workday to maintain current certificates of insurance on

file with SAO through the term of this PA. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of Workday for Workday's operations. These are solely minimums that have been established to protect the interests of the State. Workday shall procure and maintain the insurance policies described below and shall furnish SAO two insurance certificates referencing the contract number. The certificates must list the State of Georgia as certificate holder and as an additional insured on the Commercial General Liability policy. The insurance certificates must document that the Commercial General Liability insurance coverage provided by Workday includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company; and a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements).

Section 11.1 (Limitation of Liability) shall have no effect on the insurance policies set forth below nor insurer's obligations as related to the claims covered by such policies.

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

respect to the provision of services provided under this PA. This policy shall include a waiver of subrogation against the State.

All policies/coverages required of Workday by this PA shall be written by insurance carriers with a minimum A.M. Best rating of A- or better. If an umbrella or excess liability policy is used to satisfy any required coverage, such policy shall be at least "Follow-Form" with the requirements and shall not limit the coverage of any other policies used to provide coverage under this PA. Workday will provide the State with evidence of coverage upon the State's written request. The policies/coverages for Commercial General Liability and Commercial Auto required of Workday by the PA for shall be primary coverages and be non-contributory with the policies/coverages required of Workday by this PA.

- 11.7 General Indemnity. Except for the active negligence or willful misconduct of the State, or any of its boards, officers, agents, employees, assigns and successors in interest, Workday shall participate in the defense indemnify and hold harmless the State and any of its boards, officers, agents, employees, assigns, and successors in interest (collectively, "State's Indemnitees") from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the State, including but not limited to, costs of experts and consultants) (collectively, "Claim"), damages or liability of any nature whatsoever, arising from death or bodily injury to any person, including Workday's employees and agents, or damage or destruction of any tangible property of either Party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Workday, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of the State provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by Law or under this PA. This provision will survive expiration or termination of this PA.

## 12. MISCELLANEOUS

- 12.1. Survival of terms of the Master Agreement. The parties agree that the terms of the Master Agreement shall survive its expiration or termination for the purposes of this PA and any Order Form executed hereunder or any amendment, extension, or renewal hereof or thereof.
- 12.2. Force Majeure. The following shall replace Section 12 of the Master Agreement, Section 10.5 of the Master Subscription Agreement, and Section 12.4 of the Professional Services Agreement: If either Party is prevented from performing, or is unable to perform, any of its obligations hereunder due to any act of nature, act of God, fire, casualty, flood, war, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, pandemic, riot, insurrection, or any other cause beyond such Party's reasonable control and not otherwise due to such Party's negligence, and if such Party has used reasonable efforts to avoid such occurrence and minimize its duration and, in the case of Workday, has given prompt written notice (not to exceed five (5) days of such occurrence) to the State, then such Party's failure to perform shall be excused and the time for performance shall be extended for the period of delay or inability to perform to the extent due to such occurrence; provided, however, if a delay on the part of Workday due to a force majeure event continues for thirty (30)

or more days, then the State shall be entitled to terminate the affected Order Form(s), without further liability thereunder. Workday, upon any such termination, shall refund to the State all prepaid amounts for the services for the period beginning upon suspension of the services for reason of Force Majeure to the end of the term of the Order Form, provided that Workday may retain any portion of pre-paid fees proportionate to use of Services in production by the State. In case of the occurrence of a force majeure event, the Party affected shall use all reasonable efforts to resume performance promptly. Excusable delays do not include lockout, shortage of labor, lack of or inability to obtain raw materials, fuel or supplies or any other industrial disturbance. Further, as of the Effective Date of this PA, the COVID-19 coronavirus pandemic, or any changes therein or governmental action in response thereto, does not constitute a force majeure event for either Party and does not excuse either Party from fulfilling its performance obligations hereunder. An excuse from performance or an extension of the period for performance shall not excuse a Party's indemnification obligations under this PA. Additionally, a force majeure event will not excuse Workday from complying with any backup, business continuity or disaster recovery plan maintained by Workday, or performance standards and remediation requirements established under Service Level Agreements (SLAs), and the obligations thereunder. The burden of proof with respect to a force majeure event shall be on the Party claiming the same.

- 12.3. Governing Law. The following shall replace Section 34 of the Master Agreement: The PA shall be interpreted and construed under the laws of the State of Georgia, USA, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the PA or any services or products provided hereunder. Any judicial action or proceeding between the parties relating to the PA must be brought in Superior Court of Fulton County, Georgia. Each Party consents to the jurisdiction of such courts, agrees to accept service of process by mail to the addresses outlined in the notice provisions of the PA, and hereby waives all jurisdictional and venue defenses otherwise available to it.
- 12.4. Language. The headings as to the contents of particular sections of the PA are inserted for convenience of reference only and shall in no way define, limit, expand, or otherwise affect the construction or interpretation of any provision of the PA. The language of all parts of the PA shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties. Those terms, acronyms, and phrases used but not otherwise defined in the PA, which are utilized in the information technology outsourcing industry or in the State's contracting processes will be interpreted in accordance with their generally understood meaning in such industry or context.
- 12.5. Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation. In addition to any dispute resolution procedures otherwise required under the PA or any informal negotiations which may occur between the State and Workday, no civil action with respect to any dispute, claim or controversy arising out of or relating to the PA may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or Workday may elect to submit the matter for mediation. Either the State or Workday may

exercise the right to submit the matter for mediation by providing the other Party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however, that the cost to the State shall not exceed five thousand dollars (\$5,000.00). All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et seq. No Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

12.6. Assignment. The following shall replace Section 5 of the Master Agreement and Section 10.6 of the Master Subscription Agreement:

- (a) The PA may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the State. Each Party may assign the PA and all of its rights and obligations hereunder as part of (i) in the case of Workday, a merger or sale of substantially all the assets or stock of its business, and (ii) in the case of SAO, a reorganization of functions or managements within the State of Georgia, including a decision by the State to contract with one or more commercial contractors to manage and organize functions that could include the services.
- (b) In the event of any change of control of Workday during the Term, (i) Workday will give the State notice within thirty (30) days of the close of such merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (which communication may be provided through a communication made to Workday's general customer base including notification through the Workday community portal), and (ii) State shall also be entitled to obtain from the assignee information to demonstrate that the assignee has the necessary resources and expertise to fulfill its contractual obligations and that the PA will continue to be carried out on a fully supported, first-priority basis with at least the same quality of resources as Workday previously dedicated and without material reduction or disruption of Service or imposition of new requirements or changes. For purposes of this Section, a "change of control" means any sale, assignment, license or delegation of all or substantially all of the business or assets of Workday relating to the performance and delivery of the



Services for government employers in the United States (the “U.S. Government Business”), or any sale, liquidation, merger, reorganization, exchange, or individual or serial stock purchases resulting collectively in the acquisition of control of Workday or its U.S. Government Business (or their respective successors) directly or indirectly by any individual or related customer of acquirer(s) who at the date of execution of this PA do not have control of Workday; and “control” means ownership, directly or indirectly, of at least 50% of the stock, equity or profits interests of Workday or its U.S. Government Business (or their respective successors), or stock or equity sufficient to appoint a majority of the directors or managers of Workday or its U.S. Government Business (or their respective successors), or contractual arrangements giving such acquirer(s) similar power or participation in the business of Workday or its U.S. Government Business (or their respective successors).

- (c) Assignee’s failure to provide adequate assurances, as that term is understood in common law, that the assignee has the necessary resources and expertise to fulfill its contractual obligations shall be a material breach of this PA and the non-assigning Party shall be entitled, in addition to any other rights it may have, to terminate this PA or any Order Form or Statements of Work then in effect, without penalty or charge.
- 12.7. Covenant Against Pledging. Workday agrees that, without the prior written consent of the State, it will not assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from the State under the PA for any reason whatsoever. To the extent the State permits Workday to assign, transfer, pledge, hypothecate or otherwise encumber its rights to receive payments from the State under the PA, Workday will continue to be the State’s sole point of contact with respect to the PA, including with respect to payment. The Person to which such rights are assigned, transferred, pledged, hypothecated or otherwise encumbered will not be considered a third-party beneficiary under the PA and will not have any rights or causes of action against the State.
- 12.8. No Liens. Workday will not file, or by its action or inaction permit, any liens to be filed on or against property or realty of the State or any other State customer. In the event that any such liens arise as a result of Workday’s action or inaction, Workday will obtain a bond to fully satisfy such liens or otherwise remove such liens at its sole cost and expense within ten (10) Business Days. If Workday fails to do so, the State may, in its sole discretion, pay the amount of such lien, or deduct such amounts from payments due to Workday.
- 12.9. Publicity. Neither Party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to the PA, or otherwise use the other Party’s trademarks, service marks, trade names, logos, symbols, or brand names, in each case, without the prior written consent of the other Party, except as required by law, including announcements the State may routinely make as part of bid, proposal and contracting procedures.
- 12.10. State Consent. Whenever the State’s consent, approval or agreement is required for an amendment of this PA or any decision specified as requiring concurrence of the State, including the execution of any Order Form, such consent will be effective

only if made in a signed writing and approved in accordance with applicable procurement laws and procedures binding on the State, provided (i) by the State Accounting Officer or the State Accounting Officer's designee relating to day-to-day operational and business decisions, or (ii) in all other respects, including for any matter involving pricing, security, legal matters, or contract changes, by one of the State Accounting Officer or the State Accounting Officer's designee.

- 12.11. No Click-Wrap Agreement. For avoidance of doubt, no click-wrap agreement, weblink agreement, download click-to-accept terms shall be effective between the parties now or in the future. For the Term of this PA, Workday agrees not to attempt to require or impose unilaterally any change of terms with respect to the licensing or use of the Services or related support services that would have the effect of changing or replacing the terms for licenses or support obligations for such Services, unless so agreed by State in compliance with Section 10.11 of Attachment B to the Master Agreement, first sentence ("Miscellaneous"). For this purpose, the execution or acceptance by State of a purchase order, quotation, or like document in connection with added purchases, renewals, or upgrades that contains a reference to such an agreement shall not be construed to constitute acceptance by State of the additional terms unless the agreement is clear and conspicuous and is agreed to by State in compliance with Section 10.11 of Attachment B to the Master Agreement, first sentence ("Miscellaneous").
- 12.12. Non-Delegation. Nothing herein will be deemed or construed as delegating the discretionary powers or authority of the State to Workday.
- 12.13. Workday shall not utilize any supplier in the provision of goods, services, or deliverables that is prohibited by the Georgia Technology Authority or included in the Entity List provided under the Export Administration Regulations (EAR).
- 12.14. It is understood and agreed by the Parties that any reference to "sole and exclusive remedy" (including in Section 2.6(b) of this Participating Addendum and Section 6.2 of the Subscription Agreement) shall not be construed as a waiver, limitation or election by either Party of, and in that regard no accompanying condition or limitation shall apply to limit, the State's right to pursue and obtain remedies otherwise available to such Party under Law for breach of contract (in the event of an uncured material breach by Workday) or under any other theory.

### 13. Works Made for Hire

- 13.1. The parties acknowledge that any works made for hire efforts, and any associated right and interest therein, shall be defined under a separate, mutually agreed upon SOW on a case-by-case basis (a "Works Made For Hire SOW"). Any and all such output and intellectual property delivered by Workday under such Works Made For Hire SOW and agreed upon as delivered solely for the State, shall be deemed to be "Works Made For Hire" by Workday for the State as defined under federal laws pertaining to copyright protection, as it may be amended from time to time. As such, SAO shall be considered to be the author and owner of such Works Made For Hire, whether or not the services were rendered at SAO's site; made, conceived or devised solely by Workday or jointly with others; and/or completed or uncompleted.
- 13.2. Reserved.



- 13.3. To the extent specified in the Works Made For Hire SOW, SAO shall have the right to register all copyrights or other intellectual property protections in such Works Made For Hire in SAO's own name and shall have the exclusive right to dispose of such Works Made For Hire in any way SAO sees fit. Workday shall retain no right in such Works Made For Hire whatsoever. Further, Workday shall (and will ensure that Workday's employees and subcontractors shall) supply all assistance reasonably requested in securing for SAO's benefit any patent, copyright, trademark, service mark, license, right or other evidence of ownership of any such Works Made For Hire, and will provide full information and cooperation regarding any such item and execute all appropriate documentation prepared by SAO in applying or otherwise registering, in SAO's name all rights to any such item without any further consideration. SAO does not grant any licenses to Workday to use any Works Made For Hire developed under a Works Made For Hire SOW. Workday agrees that it will not provide to its other clients and customers, nor use in any way in the course of later engagements, the works made for hire created for and delivered to SAO pursuant to a Works Made For Hire SOW.
- 13.4. Notwithstanding the foregoing, this provision shall not apply to intellectual property that is (or was) created or owned by Workday outside of a Works Made For Hire SOW
- 13.5. The terms of this provision shall survive the termination of this PA by either Party for any reason.

**Attachment B**

**DATA SECURITY TERMS AND CONDITIONS**

Workday maintains a security program that conforms to the Workday Universal Security Exhibit ("Security Exhibit") 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 of this PA, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". In no event during the term shall Workday materially decrease the protections provided by the controls set forth in the Security Exhibit and the Current Audit Reports. Upon State's request, Workday will provide State with a copy of Workday's then current SOC1 and SOC2 audit reports or comparable industry-standard successor reports prepared by Workday's independent third-party auditor. The Universal Data Processing Exhibit (the "Data Processing Exhibit" or "DPE") will apply to the processing of Personal Data.



## **ATTACHMENT C**

### **UNIVERSAL SECURITY EXHIBIT**

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered 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 Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered 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**. Mandatory employee security awareness and training programs, which include:
  - a) Training on how to implement and comply with its information security program; and
  - b) Promoting a culture of security awareness.
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 data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.
6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.



**ATTACHMENT C**  
**UNIVERSAL SECURITY EXHIBIT**

9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such 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; and
  - b) Defining security roles and responsibilities for individuals with security responsibilities.
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.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
  - a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
  - b) Reviewing privileged access to Workday production systems processing Covered Data; 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 processing Covered Data. Such policies and procedures include:
  - a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
  - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
  - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
    - i) Cross-site request forgery
    - ii) Services scanning
    - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
    - iv) XML and SOAP attacks
    - v) Weak session management
    - vi) Data validation flaws and data model constraint inconsistencies
    - vii) Insufficient authentication
    - viii) Insufficient authorization
14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
  - a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;
  - b) Security and data privacy regulations applicable to Workday; and



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**ATTACHMENT C**  
**UNIVERSAL SECURITY EXHIBIT**

- c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.



## **Attachment D**

### **Workday Production Support and Service Level Availability Policy (SLA)**

Workday's 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 (the "SLA") communicates Workday's Production Support and Service Level Availability Policy for its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the primary Service subscription agreement between Workday and Customer ("MSA").

#### **Support Terms:**

Workday will provide Customer with support 24x7x365 (24 hours a day, 7 days a week, 365 days a year) in accordance with this SLA.

#### **Service Availability:**

Workday's Service Availability commitment for a given calendar month is 99.7%.  
Service Availability is calculated per month as follows:

$$\left( \frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100\% \geq 99.7\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes that the Service is not available in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. The Planned Maintenance windows can be found at Workday Scheduled Maintenance (<https://community.workday.com/articles/521701>). All times are subject to change upon 30 days' notice provided at <https://community.workday.com> ("Workday Community") and any such change shall not lengthen the duration of the associated maintenance window. If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Production Tenants at the Workday Production data center's Internet connection points. Upon Customer request not more than once per month via the Workday case management system ("Customer Center"), Workday will provide a Service Availability report.

#### **Workday Feature Release and Service Update Process:**

Periodically, Workday introduces new features in the Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least 30 days' prior notice to Customer on Workday Community. Specific information and timelines for Feature Releases and Service Updates can be found on Workday Community. Feature Releases will be performed during a weekend within any Planned Maintenance.

#### **Service Response:**

Workday's Service Response commitment is: (1) not less than 50% of online transactions in one second or less and (2) not more than 10% in 2.5 seconds or more. "Service Response" means 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 online requests processed via background jobs, Workday Web Services, or as analytics.



## **Attachment D**

### **Workday Production Support and Service Level Availability Policy (SLA)**

The time required to complete the request is measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until the response begins to be returned for transmission to Customer. Customer may request a Service Response report not more than once per month via the Customer Center.

Customers may impact their own Service Response time by launching custom reports and integrations in excess of the limits set forth in Workday Community. Workday may enforce reasonable and documented system limits to serve as guardrails for the Service where these reports and integrations negatively impact Service Response.

#### **Production Data Center 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 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 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.

#### **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 products 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.

#### **Severity Level Determination:**

Customer shall reasonably self-diagnose each support issue and shall recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall make a representative available within one hour of the escalation.

#### **Support Issue Production Severity Levels - Response and Escalation:**

"Workday Response Commitment" means the period of time from when Customer logs the Production case in the Customer Center until Workday responds to Customer or escalates within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

If Customer is not satisfied with the progress of a Severity Level 1 or 2 issue, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday shall notify support senior management and shall assign a Workday escalation manager to work with Customer until the escalation is resolved.

#### **Severity Level 1:**

- **Definition:** The Service is unavailable or a Service issue prevents timely payroll processing, tax payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain invoices or creation of purchase orders, processing of candidate applications, issues that prevent financial aid disbursements, admissions, and registration activity of students. No workaround exists.





## **Attachment D**

### **Workday Production Support and Service Level Availability Policy (SLA)**

- **Workday Response Commitment:** Workday will respond within 30 minutes after receiving the case and will remain accessible for troubleshooting from the time a Severity 1 issue is logged until it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- **Escalation:** If the problem has not been resolved within one 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 it is resolved.

#### Severity Level 2:

- **Definition:** An issue with the Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- **Workday Response Commitment:** Workday will respond within one hour after receiving the case and will remain accessible for troubleshooting from the time a Severity 2 issue is logged until it is resolved.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation and will notify Customer of status changes.
- **Escalation:** If the problem has not been resolved within four 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 it is resolved.

#### Severity Level 3:

- **Definition:** An issue with the Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four hours after receiving the case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest a potential workaround until the problem is resolved in a future Service Update. Workday will notify Customer 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 will implement recommended solutions in a timely manner.

#### Severity Level 4:

- **Definition:** An issue with the Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- **Workday Response Commitment:** Workday will respond within 24 hours after receiving the case.
- **Resolution:** If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Service Updates and will suggest potential workarounds until the problem is resolved in a future Service 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's requests for additional information and will implement recommended solutions in a timely manner.

#### Severity Level 5 (Including Customer Care and Operations Requests):

- **Definition:** Non-system issues and requests such as Named Support Contact changes, SLA report, or general



## **Attachment D**

### **Workday Production Support and Service Level Availability Policy (SLA)**

Service inquiries. Questions about product configuration and functionality should be addressed to the Workday Community.

- Workday Response Commitment: Workday will respond within 24 hours after receiving the case.
  - Resolution Commitment: Workday will respond to the request and will notify Customer of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
  - Customer Commitment: Customer will respond to Workday requests for additional information in a timely manner.

#### **Workday Support Scope:**

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and for issues or errors in the Service caused by issues, errors, or changes in Customer's information systems, customizations, and third-party products or services, Workday may assist Customer and its third-party providers in diagnosing and resolving issues or errors, but Customer acknowledges that these matters are outside of Workday's support obligations. Failure to meet obligations or commitments under this SLA that is attributable to (1) Customer's acts or omissions (such as launching custom reports and integrations in excess of the limits set forth on Workday Community); and (2) force majeure events shall be excused.

#### **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. Workday will make end-of-life announcements no less than 18 months before the end-of-life of each WWS API. Workday will make announcements surrounding the WWS APIs through Workday Community or, for Workday Extend APIs, through the Workday Extend developer site. Backward-compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

#### **Workday Cloud Platform Support:**

For customers subscribing to Workday Extend ("Extend") under an Order Form, Workday will support Extend in Production Tenants. All Extend Applications, whether created by a customer, Workday or others, are expressly not covered by this SLA. Workday will not be responsible for any Service Availability downtime or delayed Service Response times caused by use of any Extend Applications. Workday may modify or deprecate Extend APIs, features and services in accordance with the Extend Availability Statuses posted on the Workday Extend developer site at [developer.workday.com](https://developer.workday.com). Use of the developer site and all materials therein is governed by the Extend Developer Program Agreement. "Extend Applications" means the customizations, add-ons, extensions and/or other software solutions developed by or for a customer using Extend developer materials.



## **ATTACHMENT E**

### **UNIVERSAL DATA PROCESSING EXHIBIT**

This Universal Data Processing Exhibit is an exhibit to the Agreement between Workday and Customer and sets forth the obligations of the parties regarding the Processing of Personal Data pursuant to such Agreement.

#### **1. Definitions**

Unless otherwise defined below, all capitalized terms have the meaning given within the applicable Agreement and/or exhibits thereto.

**“Agreement”** means the MSA, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

**“CCPA”** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., and its implementing regulations.

**“Covered Data”** means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

**“Covered Service”** means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or, (ii) any Professional Services. The Parties agree that the Services purchased by the State at date of execution are covered by this DPE.

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

**“Data Controller”** or **“Controller”** means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

**“DPE”** means this Universal Data Processing Exhibit including any appendices, annexures or documents incorporated by reference.

**“Data Processor”** or **“Processor”** means the entity which Processes Personal Data on behalf of the Data Controller, including as applicable any “service provider” as that term is defined by the CCPA.

**“Data Protection Laws”** means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, including without limitation the GDPR, and implementations of the GDPR into national law, and CCPA, in each case as may be amended or superseded from time to time. For purposes of determining the duties of Workday and its Subcontractors under the Agreement and this DPE, and unless otherwise agreed by Customer in the context of specific occurrences or circumstances, such laws shall be determined and shall apply to Workday and its subcontractors without consideration of any exemptions or limitations potentially available to Customer based on qualification of Customer as a governmental entity.

**“Data Subject”** means the person to whom the Personal Data relates.

**“Europe”** or **“European”** means the European Economic Area (“EEA”), the United Kingdom (“UK”), and Switzerland.

**“GDPR”** means either or both the (i) General Data Protection Regulation (EU) 2016/679 (“EU GDPR”), and (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“UK GDPR”) as the context may require.

**“Personal Data”** means any Covered Data that relates to an identified or identifiable natural person.

**“Personal Data Breach”** means (i) a ‘personal data breach’ as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

**“Processing”** or **“Process”** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.



## **ATTACHMENT E**

### **UNIVERSAL DATA PROCESSING EXHIBIT**

**“Professional Services”** means the professional or consulting services provided to Customer under this Agreement or under a Professional Services Agreement.

**“Professional Services Agreement”** means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

**“Professional Services Data”** means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into a Service, or Covered Data accessed within or extracted from the Customer’s tenant or instance to perform the Professional Services.

**“Restricted Country”** means: (i) where the EU GDPR applies, a country outside of the EEA which is not subject to an adequacy determination by the European Commission; (ii) where the UK GDPR applies, a country outside the UK which is not based on adequacy regulations pursuant to Section 17A of the UK Data Protection Act 2018 as amended or replaced (“UK DPA”); and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 as amended or replaced (“Swiss FADP”) applies, a country outside Switzerland which has not been recognized to provide an adequate level of protection by the Federal Data Protection and Information Commissioner.

**“Restricted Transfer”** means: (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a Restricted Country; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a Restricted Country; and (iii) where the Swiss FADP applies, a transfer of Personal Data from Switzerland to a Restricted Country.

**“SCCs”** means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission’s Implementing Decision 2021/914 of 4 June 2021 for the transfer of Personal Data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (“**EU SCCs**”); and (ii) where the UK GDPR applies, the “International Data Transfer Addendum to the EU Commission Standard Contractual Clauses” issued by the Information Commissioner under s.119A(1) of the UK DPA (“**UK Addendum**”).

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

**“Subprocessor List”** means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data, accessible through Workday’s website (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>).

**“Workday BCRs”** or **“BCRs”** means Workday’s Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday’s website (currently located at <https://www.workday.com/en-us/why-workday/security-trust.html>).

## **2. Processing Personal Data**

**2.1 Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer is the Data Controller and Workday is the Data Processor, except when Customer acts as a Data Processor of Personal Data, in which case Workday is a subprocessor.

**2.2 Instructions for Processing.** Workday shall Process Personal Data in accordance with Customer’s documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE) and as further specified via Customer’s use of the Covered Service. Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE. To the extent the CCPA applies to Personal Data, Workday will not (i) Sell Personal Data, nor (ii) retain, use or disclose Personal Data for any purpose other than to provide the Covered Services in accordance with the Agreement. The Term “Sell” shall have the meaning set forth in the CCPA.

**2.3 Compliance with Laws.** Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to



## **ATTACHMENT E**

### **UNIVERSAL DATA PROCESSING EXHIBIT**

enable Workday to carry out lawfully the Processing contemplated by this DPE. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.

### **3. Subprocessors**

**3.1 Use of Subprocessors.** Customer hereby agrees and provides a general authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE and requires such Subprocessor to adhere to all obligations in this DPE and other security-related obligations in the Agreement that are applicable to Workday's Subprocessors to the extent relevant to the Processing responsibilities assigned by Workday to such Subprocessor. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

**3.2 Notification of New Subprocessors.** Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

**3.3 Subprocessor Objection Right.** This Section 3.3 shall apply only where and to the extent that Customer is established within Europe or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

### **4. Data Subject Rights**

**4.1 Assistance with Data Subject Requests.** Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Data Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**"). Where Personal Data is not made available through self-service access to Customer or Authorized User, Workday will, without undue delay and in accordance with any time period specified under the applicable Data Protection Legislation either: (a) provide Customer, in its role of Controller, with the direct ability through Workday's platform to access, correct, delete or otherwise fulfill requests from Data Subjects to exercise their rights under Data Protection Legislation in respect of their Personal Data; or (b) otherwise provide assistance to Customer to access, correct, delete or otherwise fulfill requests from Data Subjects to exercise their rights under Data Protection Legislation in respect of their the Personal Data in accordance with the instructions of Customer and insofar as this is possible. The Customer acknowledges and agrees that in the event such cooperation and assistance require additional resources on the part of Workday, such effort will be chargeable at a fee as mutually agreed to by the Parties acting reasonably.

**4.2 Handling of Data Subject Requests.** For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

### **5. Workday Personnel**

Workday shall require screening of its personnel who may have access to Personal Data and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate





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### **UNIVERSAL DATA PROCESSING EXHIBIT**

training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which survive their termination of employment.

#### **6. Personal Data Breach**

If Workday becomes aware of a Personal Data Breach, it shall without undue delay notify Customer in accordance with the Security Breach provisions of the MSA but nevertheless within 48 hours. Workday shall take appropriate measures to address and mitigate the adverse effects of the Personal Data Breach. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday. Workday's obligation to report or respond to a Personal Data Breach is not and will not be construed in itself as an acknowledgement by either party of any fault or liability with respect to the Personal Data Breach.

(i) Response to Legal Orders, Demands, or Requests for Data. Except as otherwise expressly prohibited by Law, Workday shall: (i) promptly notify Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Workday seeking Covered Data; (ii) reasonably consult with Customer regarding its response; (iii) cooperate with Customer's reasonable requests in connection with efforts by Customer to intervene and quash or modify the legal order, demand, or request; and (iv) upon Customer's request, but subject to Workday's reasonable discretion, provide Customer with a copy of its response.

#### **7. Security of Processing**

Workday shall implement and maintain appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as described in the Universal Security Exhibit. The Universal Security Exhibit is not the exclusive statement of Workday's security obligations that Workday may be required to adopt from time to time in order to implement technical and organizational measures appropriate to the nature, scope, context and purpose of Processing in order to protect Personal Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss or destruction. Customer may request Workday provide Customer within a reasonable period of time with updated descriptions of the technical and organizational protection measures as implemented and planned from time to time.

#### **8. Audit**

**8.1 Initial No-Fee Assessment.** Workday shall, subject to reasonable confidentiality requirements, at no charge to Customer (other than Customer's auditor or other advisors, as applicable, which shall be paid for by Customer), provide to Customer prior to execution of this Agreement reports and certifications regularly maintained by Workday for Covered Services, including the most recently completed SOC1 and SOC2 audit reports, ISO27001 certificate, or comparable industry-standard successor report prepared by Workday's independent third party auditor (Audit Reports). Workday agrees to answer questions and provide additional information reasonably requested by Customer to permit Customer to assess Workday's security and compliance with Customer policies, standards and guidelines prior to execution of this Agreement.

#### **8.2 Subsequent Assessments.**

- (i) Upon Customer's request, Workday shall provide a copy of the most recently completed Audit Reports at no charge.
- (ii) In response to a Security Breach, Workday shall support Customer in accordance with Section 5.2 (Unauthorized Disclosure) of Attachment B to the NASPO Master Agreement of PA at no additional charge.
- (iii) In response to a material breach of the PA, Workday shall support Customer in accordance with Section 11.2(a) (Data Breach Remediation and Special Limitation of Liability) of the PA.
- (iv) On an annual basis, Workday will provide this program's Response Services at no charge for an amount of time reasonably necessary (and customary for an entity of the size and complexity of Customer) to respond to Customer's questionnaires on Workday's SOC controls, mappings of Workday SOC controls to NIST 800-171 or comparable industry-standards, mappings of Workday SOC controls to Customer's controls, or other topics mutually agreed by both parties.

**8.3 Rectification of Deficiencies.** If Customer in its assessment or otherwise uncovers any deficiency in necessary controls of Workday or its service providers, Workday agrees to discuss such deficiencies in good faith with Customer and,

Workday Universal Data Processing Exhibit – State of Georgia





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in event that the correction of such deficiencies are necessary for Workday to maintain compliance with its security controls or applicable Law, Workday will use commercially reasonable efforts to cure the deficiency or deficiencies within a reasonable time period and will provide Customer with status updates made to Workday's general customer base including notification through the Workday Community portal.

#### **9. Return and Deletion of Personal Data**

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

#### **10. Transfers of European Personal Data**

**10.1 Transfer Safeguards.** The transfer safeguards listed below shall apply to all Restricted Transfers.

**10.2 BCRs.** For the Covered Services identified in Addendum B, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer Affiliate established in the EEA. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

**10.3 Processor-to-Processor SCCs.** Where Workday is located within Europe, Workday has implemented and complies with the SCCs for any Restricted Transfers of Personal Data from Workday (as "data exporter") to Subprocessors (as "data importers").

**10.4 Controller-to-Processor SCCs.** Where Workday is located in a Restricted Country, the SCCs will apply to any Restricted Transfers from Customer (as "data exporter") to Workday (as "data importer") as follows:

**10.4.1 EU Personal Data.** In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply completed as follows:

- (i) Module 2 applies unless the Customer is a Processor in which case Module 3 applies;
- (ii) in Clause 7, the optional docking clause will not apply;
- (iii) in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be in accordance with the notification process set out in Section 3.2 of this DPE;
- (iv) in Clause 11, the optional redress language will not apply;
- (v) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law specified in the MSA, provided that law is an EEA Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;
- (vi) in Clause 18(b), disputes shall be resolved before the courts specified in the MSA, provided these courts are located in an EEA Member State, otherwise those courts shall be the courts of Ireland;
- (vii) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex I to this DPE; and
- (viii) Annex II of the EU SCCs shall be deemed completed with the information set out in Annex II to this DPE.

**10.4.2 UK Personal Data.** In relation to Personal Data protected by the UK GDPR ("UK Personal Data"), the UK Addendum will apply as follows:

- (i) the EU SCCs, completed as set out in Section 10.4.1 above, shall also apply to transfers of UK Personal Data;
- (ii) the UK Addendum shall be deemed executed (and incorporated by this reference) between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by Part 2 (Mandatory Clauses) of the UK Addendum in respect of the transfer of UK Personal Data;



## **ATTACHMENT E**

### **UNIVERSAL DATA PROCESSING EXHIBIT**

(iii) Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from within this DPE and the EU SCCs, completed as set out in Section 10.4.1 above;

(iv) the start date of the UK Addendum (as set out in Table 1) shall be the effective date of this DPE; and

(v) Table 4 of the UK Addendum shall be deemed completed “neither party”.

**10.4.3 Swiss Personal Data.** In relation to Personal Data protected by the Swiss FADP, the EU SCCs will apply amended and adapted as follows:

(i) the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;

(ii) the term “member state” must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and

(iii) references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

**10.4.4 Clarifications.** The SCCs will be subject to the following clarifications:

(i) Workday will allow Customer to conduct audits as described in the SCCs in accordance with Section 8 of this DPE.

(ii) Customer consents to Workday appointing Subprocessors in accordance with Section 3 of this DPE, and Customer may exercise its right to object to Subprocessors under the SCCs in the manner set out in Section 3.

(iii) Workday shall return and delete Customer’s data in accordance with Section 9 of this DPE.

(iv) Customer agrees that any assistance that Workday provides to Customer under the SCCs shall be provided through the Customer Audit Program.

(v) Nothing in this Section 10.4 of this DPE varies or modifies the SCCs nor affects any supervisory authority’s or Data Subject’s rights under the SCCs. If any provision of this DPE contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.

## **11. Additional European Terms**

**11.1 Description of Processing.** The agreed subject-matter, the nature, purpose and duration of data processing, the types of Personal Data and categories of Data Subjects are set forth in Addendum A to this DPE.

**11.2 Data Protection Impact Assessments (“DPIA(s)”) and Prior Consultations.** Customer agrees that, to the extent applicable, Workday’s then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday’s ISO certifications will be used to carry out Customer’s DPIAs and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under GDPR Article 35 and 36 to carry out a DPIA and prior consultation with the competent supervisory authority related to Customer’s use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide such assistance to Customer through the Customer Audit Program.

## **12. General Provisions**

**12.1 Customer Affiliates.** Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to enter into this DPE and any SCCs entered into under this DPE, issue instructions, and make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

**12.2 Termination.** The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday’s systems.



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**12.3 Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, if inconsistencies between the provisions of this DPE and the Agreement arise, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

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

- i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

**12.5 Remedies.** Customer's remedies (including those of its Affiliates) with respect to any breach by Workday, its Affiliates and Subprocessors of the applicable terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement.

**12.6 Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.



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**ADDENDUM A**

**Description of Processing**

**ANNEX I**

**A. LIST OF PARTIES**

**Data exporter**

Data exporter: Customer

Contact details: The individuals designated as named contacts by Customer in Customer's account

Relevant activities: Use of Workday's enterprise cloud applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data exporter role: The data exporter's role is set forth in the DPE.

**Data importer**

Data importer: Workday

Contact details: Workday Privacy Team, [legal@workday.com](mailto:legal@workday.com)

Relevant activities: Provide and support enterprise cloud applications, including human resource and financial management.

Signature and Date: By entering into the Agreement, data importer is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data importer role: Processor



## **ATTACHMENT E** **UNIVERSAL DATA PROCESSING EXHIBIT**

### **B. DESCRIPTION OF TRANSFER**

#### **Categories of data subjects whose personal data is transferred**

1. Customer's job applicants, candidates, current and former employees and other workers, as well as related persons.
2. Employees or contact persons of Customer's prospects, customers, business partners and suppliers.

#### **Categories of personal data transferred**

Customer determines the categories of personal data processed within Covered Services subscribed to. Typically, the transferred personal data will include the categories of data identified below:

1. **Applicants, employees and other workers:** Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; date of birth and birth place; gender; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; training and development information; award information; membership information.
2. **Related persons:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information.
3. **Prospects, customers, business partners and suppliers:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company.
4. **Learners:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; instant messenger; work email address); business title; company; enrollment information, including completion of courses, exam results and feedback provided.

**Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.**

Unless otherwise agreed, the transferred Personal Data may comprise special categories of personal data, such as ethnicity, religious beliefs, trade union membership information and health data (employee sick leave, disability information). Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Workday has implemented the technical and organizational measures as described in Annex II, including specialized training of staff and system access logs, to ensure an appropriate level of protection for such sensitive data.

#### **Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)**

Transfers will be made on a continuous basis.



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**UNIVERSAL DATA PROCESSING EXHIBIT**

**Nature of the processing**

Workday acts as a processor for the Personal Data Customer submits electronically into Workday's enterprise cloud applications or provides to Workday in connection with a Professional Services engagement.

1. Processing Personal Data to set up, operate, maintain and support the enterprise cloud applications
2. Storage of Personal Data in secure data centers
3. Provision of Professional Services

**Purpose(s) of the data transfer and further processing**

Provide and support enterprise cloud applications, including human resource and financial management.

**The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period**

Personal data will be retained for the duration of the Agreement in accordance with DPE Section 12.2t.

**For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing**

The subject matter and duration of the processing is outlined above within this Annex. The nature of the specific sub-processing services are further particularized within the Subprocessor List (currently located at: <https://www.workday.com/en-us/legal/subprocessors.html>).

**C. COMPETENT SUPERVISORY AUTHORITY**

*Identify the competent supervisory authority/ies in accordance with Clause 13*

The competent supervisory authority determined in accordance with Clause 13 of the EU SCCs unless required otherwise by DPE Sections 10.4.2 (UK Personal Data) and 10.4.3 (Swiss Personal Data).





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**ANNEX II**

Technical and Organizational Measures

The technical and organizational measures set forth in the Security Exhibit have been implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.



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**ADDENDUM B**  
**BCR Covered Services**

<b>Covered Service</b>	<b>Applicable SKU Names</b>
HCM/FIN/ANALYTICS	Human Capital Management, Cloud Connect for Benefits, Workday Payroll, Cloud Connect for Third Party Payroll, Time Tracking, Recruiting, Learning (excluding Media Cloud), Learning for Extended Enterprise, Core Financials, Expenses, Procurement, Inventory, Grants Management, Projects, Projects Billing, Workday Prism Analytics and Student
Workday Adaptive Planning	Workday Adaptive Planning SKUs, such as Planning & Analytics, Workforce Planning, Financial Planning, Sales Planning, Operational Planning, however defined in the applicable order form.
Workday Extend	Workday Cloud Platform