



City and County of Denver and Workday, Inc. Master Agreement

This Master Agreement (“Agreement”) is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the “City” or “Customer”) and Workday, Inc., a Delaware corporation, registered to do business in Colorado, whose primary business address is 6230 Stoneridge Mall Road, Pleasanton, CA 94588 (“Workday”), jointly “the parties.”

Whereas, Workday is a provider of human capital management, financial, and student solutions that are delivered in a software-as-a-service model commonly known as “Cloud”; and

Whereas, the City wishes to subscribe to Workday’s solutions and to create a framework allowing the City to purchase additional services incidental to such subscriptions;

Now, therefore, in exchange for the mutual promises contained below, the parties agree as follows:

1. **Maximum Contract Liability:** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TEN MILLION DOLLARS** (\$10,000,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Workday beyond that specifically described in the Order Forms that are specifically identified in this Agreement. The City understands that subscriptions are limited to the level of use described in the applicable Order Form, and that in the absence of an amendment or Order Form increasing the subscribed level of use, it cannot exceed that level of use.
2. **Term of Agreement:** The term of this Agreement begins on July 31, 2015 and ends on December 31, 2019, and the Service, described below, is for a period of five years from the Effective Date. The Agreement may be extended for up to an additional five years upon amendment of this Agreement. In the event that the Transition Period described in Section 9.7 is used, this Agreement shall be extended automatically to include the Transition Period of up to six (6) months.
3. **No Commitment for Future Purchases.** Notwithstanding any other provision of this Agreement or any other contract document, the City has no obligation to exercise any optional renewal periods, execute new Order Forms or Statements of Work or make any payment not specifically described in a mutually executed Order Form or CTA Ordering Document. Customer is obligated to pay for use in excess of its subscribed level of use as described on applicable Order Forms up to the maximum contract liability described in Section 1. With the exception of payment for use in excess of subscribed levels, any

other service provided by Workday that is not the subject of a mutually executed Order Form or CTA Ordering Document is a service provided at Workday's risk and is not authorized under this Agreement.

4. The types of services that Workday may provide under this Agreement include subscriptions to Workday's Human Capital Management, Financial, or Student Cloud solutions, training, and consulting services incidental to such subscriptions. The contract documents for such services consist of:
 - a. For Cloud solutions, training, additional tenants, and the Delivery Assurance service:
 - i. This Agreement
 - ii. The Master Subscription Agreement, including the Workday SLA Service Credit Exhibit
 - iii. The applicable Order Form
 - iv. *Workday Security Exhibit*
 - v. *Workday Production Support and Service Level Availability Policy*
 - vi. *Data Processing Exhibit*
 - b. For consulting services other than Delivery Assurance:
 - i. This Agreement
 - ii. The Consulting Addendum
 - iii. The Master Subscription Agreement
 - iv. The applicable CTA Ordering Document
5. Any ambiguity or conflict among the contract documents will be resolved in the following order of priority:
 - a. For Order Forms executed contemporaneously with this Agreement:
 - This Agreement
 - The Master Subscription Agreement including the Workday SLA Service Credit Exhibit
 - The applicable Order Form
 - *Workday Security Exhibit*
 - *Workday Production Support and Service Level Availability Policy*
 - *Data Processing Exhibit*
 - b. For Order Forms executed after this Agreement:
 - This Agreement
 - The Master Subscription Agreement including the Workday SLA Service Credit Exhibit
 - *Workday Security Exhibit*
 - *Workday Production Support and Service Level Availability Policy*



- *Data Processing Exhibit*
 - The applicable Order Form
- c. For Statements of Work:
- This Agreement
 - The Consulting Addendum
 - The Master Subscription Agreement
 - The applicable CTA Ordering Document

Signature block place holder

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: TECHS-201523140-00

Contractor Name: WORKDAY INC

By: Phil Wilmington

Name: Phil Wilmington
(please print)

Title: Co-President
(please print)

ATTEST: [if required]

By: Paula Goldman

Name: Paula Goldman
(please print)

Title: Senior Counsel, Education and Government
(please print)



Master Subscription Agreement

This Master Subscription Agreement, effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"), is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, CA 94588 and **City and County of Denver ("Customer" or "City")**, a municipal corporation of the State of Colorado with offices at 1437 Bannock Street, Denver, CO 80202-5337. As Workday provides a subscription Service to which Customer intends to subscribe, this Agreement establishes the business relationship and allocation of responsibilities regarding the Service and the parties therefore agree as follows:

1. Provision of Service.

1.1 Workday Obligations. During the Term of this Agreement, Workday shall make the Service available to Customer in accordance with the Documentation, the SLA and pursuant to the terms of this Agreement. Workday shall not use Customer Data except to provide the Service, or to prevent or address service or technical problems, verify Service Improvements, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions and shall not disclose Customer Data to anyone other than Authorized Parties in accordance with this Agreement. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto.

1.2 Customer Obligations. Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Service through login credentials issued to Authorized Parties, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) intentionally or negligently interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Without waiving any rights and immunities granted under the Colorado Governmental Immunity Act, Customer is responsible for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

2. Fees.

2.1 Invoices & Payment. Fees for the Service will be invoiced to Customer in the United States in accordance with the relevant Order Form and payment will be remitted from the United States. Except as otherwise set forth in an Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date and are quoted and payable in United States dollars. Where an Order Form indicates a payment due date, invoices shall not be sent more than forty-five days in advance of the payment due date and payment shall not be due prior to the payment due date on the Order Form. Fees are based on Service rights acquired pursuant to an agreed upon Order Form and not actual usage. Unless a specific Order Form specifies otherwise for the Service ordered on that Order Form, there are no

reimbursable expenses associated with the Service. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address for receipt of invoices. Invoices shall include the contract number and clear identification of the Services to which the invoice applies. Upon Workday's request, Customer will make payments via wire or ACH/EFT.

2.2 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Indemnification by Workday", Section 9.2 "Termination", Section 9.3 "Termination for Non-appropriation," Section 9.4, "Termination for Procurement Fraud," and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable as set forth in more detail in Section 9.5.

2.3 Overdue Payments. Any payment not received from Customer by the thirty-sixth day after receipt of the invoice may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. The parties agree that Customer's Prompt Payment Ordinance (D.R.M.C. § 20-107, *et seq*) is applicable to this Agreement.

2.4 Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the portion of the Service associated with the non-payment upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full.

2.5 Taxes. Customer represents that it is exempt from Colorado state and local sales and use taxes. Customer is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the Customer may be required to pay under Customer's prompt payment ordinance D.R.M.C. § 20-107, *et seq*. As long as Customer continues to be exempt from state and federal sales and use taxes, Workday shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement. Workday shall not allow any lien, mortgage, judgment or execution to be filed against Customer's property. In the event that Customer's tax exempt status changes such that it is no longer exempt from state and/or federal sales or use taxes: (a) Workday's subscription fees do not include any Transaction Taxes, which are taxes that arise as a result of the services provided to Customer (Transaction Taxes may include, but are not limited to, any local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services taxes, excise, use or similar taxes); and (b) Customer shall become responsible for paying all Transaction Taxes associated with this Agreement, excluding U.S. income taxes on Workday. If Workday has a legal obligation to pay or collect Transaction Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer. Withholding taxes do not apply to services and therefore payments due to Workday for its subscription services are not subject to withholding taxes and said payments will not be reduced for withholding taxes. If Customer itself, as a body entitled to assess taxes or fees, imposes any taxes or fees upon Workday's provision of the Services, the fees in the Order Forms are net of any such taxes or fees and Workday will gross up its invoices to include such taxes or fees.

2.6 Metric Verification. Workday may periodically confirm the number of records on its hosted servers to verify that Customer is not exceeding its subscribed level of use.

2.7 No Commitment for Future Purchases. Notwithstanding any other provision of the Agreement or an Order Form, Customer has no obligation to exercise any optional renewal periods, or execute new Order Forms or make any payment not specifically described in an Order Form. Customer is obligated to pay for use in excess of its subscribed level of use as described on applicable Order Forms. With the exception of payment for use in excess of subscribed levels, any other service provided by Workday that is not the subject of a mutually executed Order Form is a service provided at Workday's risk and is not authorized under this Agreement.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 Grant of Rights. Workday hereby grants Customer a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form.

3.3 Restrictions. Customer shall not (i) modify or copy the Service or Documentation or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input. Customer Input shall not include Customer Data.

3.6 Aggregated Data Use. Workday owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Workday from utilizing the Aggregated Data for purposes of operating Workday's business, provided that Workday's use of Aggregated Data will not reveal Personal Data to any third party.

4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided that:

(a) The party so compelled must notify the party who owns the Confidential Information in writing immediately upon receiving notice of such requirement and prior to any such disclosure;

(b) the compelled party will consult with the party who owns the Confidential Information regarding its response;

(c) the compelled party will cooperate with the reasonable requests of the party who owns the Confidential Information to intervene and quash or modify the legal order, demand, or request;

(d) provide a copy of its response to the other party; and

(e) in the case of a request for Workday's Confidential Information pursuant to Colorado's public records laws, the City shall advise Workday of such request in order to give Workday the opportunity to object to the disclosure of any of its Confidential Information. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Workday agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Workday further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Workday's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable third party attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.5 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received

from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

5. Customer Data.

5.1 Protection and Security. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the *Workday Security Exhibit* attached hereto, and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". Each year, Workday will retain a nationally recognized public accounting firm to produce such an audit report relating to the Service at Workday's cost. In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in Workday's Security Exhibit and the Current Audit Reports. Workday will promptly remediate any material deficiencies identified in the Current Audit Report. During the Term, Workday will maintain a current certification with the U.S. Department of Commerce under the U.S.-European Union and U.S.-Switzerland Safe Harbor Frameworks. The *Data Processing Exhibit* attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit). Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.2 Unauthorized Disclosure. If either party believes that there has been a Security Breach, such party must notify the other party upon the earlier of forty-eight (48) hours after discovery or any time frame required by applicable law. Additionally, each party will reasonably assist the other party in mitigating or remediating any potential damage. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it, whether through direct action or breach of its responsibilities under this Agreement. Remediation measures shall include the cost of providing notification to affected persons as required by Law and, for Security Breaches caused by Workday which expose information which could lead to credit fraud or identity theft, providing up to one year of credit monitoring service. As soon as reasonably practicable after any such Security Breach, upon Customer's request, Customer and Workday will consult in good faith regarding the root cause analysis and any remediation efforts.

6. Warranties & Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased during the Term; and (iii) Workday will use commercially reasonable efforts to prevent the introduction of Malicious Code into the Service (except for any Malicious Code submitted by Customer or its Authorized Parties to the Service).

6.2 Warranty Remedies. For breach of the warranty set forth in Section 6.1 (i), (ii), or (iii): (a) Workday shall correct the non-conforming Service at no additional charge to Customer; or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice through the date of remedy, if any. To receive financial warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer. Notice of breaches of the warranty in Section 6.1(i) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the Notice provisions of this Agreement. In the event that the deficiencies are not corrected by Workday and as a result, the non-conforming Service materially impacts the functionality of the Service to the Customer, Customer may choose to treat the failure to correct as a material breach pursuant to Section 9.2 of this Agreement. The remedies set forth in this subsection 6.2 shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with section 9.2 (Termination).

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

7. Indemnification.

7.1 Indemnification by Workday. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against Customer by a third party: (i) alleging that the use of the Service infringes a copyright, a patent, a trademark of a third party, a trade secret or other intellectual property or proprietary right of any third party; or (ii) for bodily injury or death or tangible property damage brought against Customer to the extent caused by the intentional or negligent acts of Workday's employees . Provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the Claim arises from: (v) with respect to the indemnification in (ii) only, the intentional or negligent acts of Customer or its employees; (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by Workday which use gives rise to the Claim; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated

at the option of Workday and Workday's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

8. Limitation of Liability.

8.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO WORKDAY'S INDEMNIFICATION OBLIGATIONS, RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD AND/OR CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR OBLIGATIONS UNDER SECTION 5.2, IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR WORKDAY'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST TWELVE MONTH PERIOD).

8.2 Exclusion of Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER'S PAYMENT OBLIGATIONS ARE DIRECT DAMAGES AND NOT LOST PROFITS.

9. Term & Termination.

9.1 Term of Agreement and Subscription. The Term of this Agreement is as set forth in the City and County of Denver and Workday, Inc. Master Agreement and the term of the Subscription in Order Form # 00082261.0is for fifty-three months from the Effective Date. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Either party may terminate this Agreement,: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the Service that were to be provided after the effective date of termination.

9.3 Termination for Non-Appropriation. Customer's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. Customer does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to

create a multiple-fiscal year direct or indirect debt or financial obligation of Customer. “Appropriations” means the collective procedure by which the City Council specifically appropriates funds for a purpose and the City effectuates an encumbrance for such purpose. For each succeeding fiscal period covered by an executed Order Form, the Finance Office or other City agency responsible for this Agreement, agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under the Agreement. . If the Finance Office or other City agency responsible for this Agreement is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue annual payments under the Agreement Customer may terminate the Agreement by giving Workday not less than 30 days prior written notice.

9.4 Termination for Procurement Fraud. In the event that Workday, its employees, or officers are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the procurement of this Agreement, Customer may terminate this Agreement upon written notice to Workday. Termination shall be effective upon receipt of notice.

9.5 Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the sections entitled “Retrieval of Customer Data” and “Transition Period before Final Termination”) and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination. Except in the case of a permitted termination for the reasons set forth in Section 2.2, and Section 7.1, or a termination by Customer pursuant to Section 9.2, and 9.3 termination for any reason entitles Workday to receive compensation reasonably expected to cover its costs expended in making the Service available to Customer. The parties recognize that due to Workday’s shared infrastructure model, Workday does not account for operating costs on a per-customer basis and a traditional cost accounting approach is not appropriate for determining compensation. Furthermore, Workday’s pricing on Order Forms is based upon a multi-year subscription commitment because Workday’s costs incurred in providing the service are incurred unequally over the term of the subscription. Workday does not offer single-year pricing for subscriptions. Accordingly, the parties agree to the following as liquidated damages, receipt of which shall be Workday’s sole remedy for early termination of a subscription Order Form due to Customer’s uncured breach (without limiting Workday’s right to pursue other remedies for breaches of this Agreement unrelated to payment obligations): If such termination occurs during the first three (3) years of an applicable Order Form, Customer shall pay the remaining fees for the first three years of such Order Form; and if such termination occurs after conclusion of the first (3) years of an applicable Order Form, Customer shall not be relieved of its obligation to pay subscription fees for the year in which the termination occurred or be entitled to a refund of pre-paid subscription fees. Upon Workday’s termination due to Customer’s uncured material breach, claims for all future amounts due under all Order Forms shall be accelerated and become enforceable in a collections action without waiting until the date that the payment would have been due under the Order Form.

9.6 Retrieval of Customer Data. Upon request by Customer made within thirty (30) days after any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data for a period of up to thirty (30) days after such request is received by Workday. After such thirty (30) day period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited,

delete all Customer Data by deletion of Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services.

9.7 Transition Period before Final Termination. Upon any termination of the Agreement, Workday shall, upon Customer's request, continue to provide the Service to Customer (except where Workday is enjoined) pursuant to the terms of this Agreement for a transitional period of up to six (6) months (the "Transition Period"). Access to the Service during the Transition Period will be subject to the fees set out in the applicable Order Form, prorated on a monthly basis and payable in advance, based on the annual fees charged to Customer for the Service during the twelve month period immediately preceding the termination date plus an additional five percent (5%). During the Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee based on Workday's then-current rates for consulting services and such services will be set out in a CTA Ordering Document to a professional services agreement between the parties. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for breach by Customer, Workday may withhold the provision of transition Services and condition further performance upon (i) payment of undisputed fees then owed, (ii) prepayment of fees for further Transition services, and (iii) receipt by Workday of an officer's certificate from Customer certifying ongoing compliance with the terms of this Agreement during the Transition Period.

9.8 Dispute Resolution. Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:

(a) Within five (5) business days following the written request of a party, designated individual(s) from Workday and Customer shall meet to resolve such dispute.

(b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(c) If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either Party may escalate the dispute to the President of Workday and the Chief Information Officer and Chief Human Resource Officer of Customer, for their review and resolution.

(d) The provisions of this Section 9.8 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (ii) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.

9.9 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 “Provision of the Service”; (ii) Section 3.2 “Grant of Rights”; and (iii) any Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. Each party lacks the authority to bind the other on any contractual matters.

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

Chief Information Officer or Designee
201 West Colfax Avenue, Dept. 301
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney’s Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.4 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party’s reasonable control and occurring without that party’s fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), and/or, where Workday is in compliance

with its security and backup obligations under this Agreement, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused with an equal extension of the Service.

10.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. In no event shall Customer have the right to assign this Agreement to a direct Competitor of Workday. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.6 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of Colorado, without regard to its conflicts of laws rules. Venue for any legal action relating to the Agreement will be in the State or Federal courts for the District Court of the State of Colorado, Second Judicial District Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

10.7 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

10.8 Federal Government End Use Provisions (if applicable). Workday provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a “need for” right not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

10.9 Audit Financial Billing. During the Term of this Agreement and for up to three (3) years thereafter, but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third party auditor, including the Denver City Auditor, or his or her representatives, for examination only those financial books, records, and files of Workday that are necessary for Customer to verify Workday’s charges for the Service provided under any Order Form(s) issued hereunder. Workday shall maintain complete and

accurate records as is reasonably necessary to substantiate such charges. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday's business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday's operations or third party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.

10.10 Insurance. Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A- VII authorized to do business in the jurisdictions where the Workday Services are to be performed.

(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.

(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 Customer as an additional insured with respect to the provision of services provided under this Agreement.

(d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$1,000,000 per occurrence and in the aggregate.

(e) **Commercial Crime including Client Coverage:** Workday shall maintain \$1,000,000 in commercial crime coverage. Coverage shall include theft of City's money, securities or valuable property by Workday's employees, including any extended definition of employee. Policy shall include Client Coverage.

(f) **Additional Insureds:** For Commercial General Liability, Workday shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

10.13 Conflict of Interest.

No employee of Customer shall have any personal or beneficial interest in the services described in the Agreement. The parties understand that Workday's stock is traded on public markets and Workday has no ability to prevent Customer's employees from purchasing stock; such purchase shall not be considered Workday's violation of this section. Workday shall not hire, or contract for services with, any employee or officer of Customer that would be in violation of Customer's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The parties shall utilize the dispute resolution mechanism of this Agreement to resolve or mitigate any situation that occurs after the execution of this Agreement which appears to create, or has the potential to create, a conflict of interest.

10.14 NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement that occurs within the City and County of Denver, Workday may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability.

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

10.16 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name and logo in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.17 Miscellaneous. This Agreement, including all exhibits and addenda hereto and the Master Agreement and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement and the Master Agreement together supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms

or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures, provided that such signatures must be made using a technology designed for electronic signatures and a mere email which appears to state consent to an agreement or action shall not be considered an electronic signature. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Workday. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) financial analysts with adequate knowledge of the human resources and/or financials software and services industry (chosen by mutual agreement of the parties) commissioned at Workday's sole expense, shall determine such.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions and pricing of this Agreement (but not its existence or parties).

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

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its Employees and Authorized Parties relating to the operation or functionality of the Service.

“Documentation” means Workday’s electronic and hardcopy user guide for the Service, which may be updated by Workday from time to time.

“Employee” or **“Worker”** means employees, students, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, students, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

“Improvements” means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

“Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

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

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

“Order Form” means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

“Personal Data” means any information that is related to an identified or identifiable individual and has been provided by Customer or its Affiliates as Customer Data within the Workday Service to enable Workday to Process the data on its behalf.

“Production” means the Customer’s or an Employee’s use of or Workday’s written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer’s books/records; or (iii) in any decision support capacity.

“Security Breach” means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.



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

"SLA" means the *Workday Production Support and Service Level Availability Policy*, which may be updated by Workday from time to time.

"Tenant" means a unique instance of the Service, with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

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

This Agreement requires no separate execution; execution of the City and County of Denver and Workday, Inc. Master Agreement is deemed execution of this Agreement.

WORKDAY SLA SERVICE CREDIT EXHIBIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service application
- c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service application
- d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service application
- e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service application
- f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service application
- g. More than six consecutive months: Within thirty (30) days of such failure Customer shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.



ORDER FORM # 00084722.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)
(DELIVERY ASSURANCE)

Customer Name	City & County of Denver
MSA Effective Date	See MSA Executed herewith
Order Effective Date	The later of the dates beneath the parties’ signatures below
Order Term	Twelve month period beginning on the Order Effective Date
Currency	USD
Total Estimated Consulting Fees	\$174,965.00

SKU	Consulting Engagement Type	Standard Hourly Rate	Estimated Hours	Estimated Fees
DAPM	Delivery Assurance Project Management Reviews	\$370	278	\$102,860.00
DA	Delivery Assurance Checkpoint Reviews	\$345	209	\$72,105.00

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

Service SKUs in Deployment Scope	HCM;CCB;USP;PRO;FIN;GM, PRJT
Number of Deployment Weeks	87
Number of Absence Plans in Scope	1
Number of Performance Plans in Scope	12
Number of Compensation Plans in Scope	10
Number of Benefit Plans in Scope	30
Number of Partner-Built Integrations in Scope	41
Number of Customer-Built Integrations in Scope	0

Customer Contact Information	Billing
Contact Name	Cindy Zec
Street Address	1437 Bannock Street
City/Town, State/Region/County, Zip/Post Code, Country	Denver CO 80202-5337 United States
Phone/Fax #	(720) 913-4958
Email (required)	cindy.zec@denvergov.org

Fees and Payment. The fees for the reviews and guidance will be billed on a time and materials basis at the hourly rate set forth in this Order Form and invoiced each month along with the related expenses. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

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

This Order Form requires no separate execution; execution of the City and County of Denver and Workday, Inc. Master Agreement is deemed execution of this Order Form. This Order Form will be void unless a fully executed copy of the Master Agreement incorporating this Order Form by reference is provided to Workday no later than July 31, 2015 at 5:00 p.m. Pacific Time by sending a PDF copy by email to signedcontracts@workday.com. If the fully-executed Master Agreement is not received by Workday by such date and time, this Order Form may be cancelled by Workday at its option.



**ADDENDUM A
ADDITIONAL ORDER FORM TERMS – DELIVERY ASSURANCE**

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the “Agreement”). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail.

I. Description of Consulting Activities

A. Configuration Checkpoint Reviews (DA):

1. Configuration Prototype Tenant: This is a detailed review of the configuration of Customer’s prototype tenant that will be used for system testing. This review is conducted early in the project in an effort to identify configuration issues that can be remedied quickly and with minimal impact to the project timeline.
2. Pre-Production Tenant: This is a detailed review of the configuration of the Customer pre-production tenant that will be moved into Production. This review is conducted before the pre-production tenant is moved into Production. It serves as a final quality review of the tenant configuration.

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

1. Architect stage: For Partner-Built Integrations – An integration approach review will be conducted. The integration architect review occurs early in the project to ensure integrations are architected with best practices in mind. This includes activities such as reviewing the integration approach for functional use cases, data mapping, performance, and scalability. The review is performed prior to the build stage, although prototyping may occur during the architect stage.
2. Build stage: The integration build review is a code and configuration review of integrations in scope. The consulting includes review of integration configurations such as attributes, maps, field overrides, and a code review for integrations such as Studio projects, XSLT for Enterprise Interface Builder.

C. Integration Checkpoint Reviews (DA) for Customer-Built Integrations :

1. Architect stage: The integration architect design review occurs early in the project to ensure integrations are architected with best practices in mind. This includes activities such as reviewing the integration design for functional use cases, data mapping, performance, and scalability. The design review is performed prior to the build stage, although prototyping may occur during the architect stage.
2. Build stage: The integration build review is a code and configuration review focused on selected complex, highly configurable or custom integrations in scope. The consulting includes reviewing integration configurations such as attributes, maps, field overrides, and a code review for integrations such as Studio projects, XSLT for Enterprise Interface Builder.

D. Delivery Assurance Project Management Reviews:

1. Plan Reviews: Review the project plan, test plan and cutover plan for timing of project activities based on Update dates and scheduled activities and provide recommendations based on Workday’s standard deployment methodology.
2. Periodic check-in calls: Scheduled calls to discuss the overall state of the deployment and determine if the project is continuing to meet expected timelines and activities. If the project is not meeting expected timelines and activities, provide recommendations based on best practices of other implementing Education & Government customers, as to means to place the project on track for timely completion. If Customer terminates its services agreement with its Workday Partner, upon Customer’s request, Workday will provide a list of other Workday implementation service providers who have experience with city or county governments.
3. Operational Readiness Review: Review the Operational Readiness Checklist completed by the customer and provide recommendations based upon Workday’s standard deployment methodology.
4. Participate in project activities such as steering committee meetings and additional project related activities, such as project status meetings, as needed. Participation estimates are based on one monthly steering committee meeting and a one-hour weekly project status meeting.

II. Conditions.



- A. Workday anticipates that the reviews included in this Order Form will be performed approximately 75% offsite and 25% onsite at a Customer location. Any onsite work will be agreed to by both parties and travel expenses for such onsite work will not exceed \$1,500 per calendar quarter unless otherwise approved by Customer in advance. Workday is not obligated to perform onsite work if Customer declines to authorize reimbursement for travel expenses.
- B. Customer will reimburse Workday for all project related travel and expenses according to Workday's travel and expense policy, which expenses are not included in the fees set forth above.
- C. Customer is responsible for the timely coordination of its internal resources as necessary. If Customer's responsibilities hereunder are delayed for any reason, Customer understands that Workday's ability to staff the project, to complete the project within the estimated number of hours and to meet date commitments, if applicable, could be at risk.
- D. The estimates are based on the deployment scope described in this Order Form. Any changes to the scope may impact both the time required to complete the reviews and the total estimated fees.

III. Ownership.

All rights, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing the reviews or guidance, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto (together the "Workday Intellectual Property") vests in Workday. Nothing contained in this Order Form or the MSA shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein. All Customer Confidential Information shall be, and remain, the property of Customer.

IV. Warranty and Disclaimer.

Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives prompt written notice to Workday which describes any deficiencies. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the review. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REVIEWS AND GUIDANCE.

V. Limitation of Liability.

WORKDAY'S MAXIMUM LIABILITY FOR ANY ACTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT, ARISING UNDER THIS ORDER FORM SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THIS ORDER FORM. THE REVIEWS AND GUIDANCE PROVIDED HEREUNDER ARE ADVISORY ONLY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED.



**ORDER FORM # 00084854.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

Customer Name	City and County of Denver
MSA Effective Date	July 31, 2015
Order Effective Date	July 31, 2015
Currency	USD
Total Training Fees	190,427

Payment #	Payment Due Date	Payment Amount
1	Invoiced upon Order Effective Date, due in accordance with the MSA <i>*Includes Training Credits (in full); Learn On-Demand (5 Months)</i>	47,825
2	January 1, 2016 <i>*Includes Learn On-Demand (12 Months); Adoption Kit (12 Months)</i>	35,651
3	January 1, 2017 <i>*Includes Learn On-Demand (12 Months); Adoption Kit (12 Months)</i>	35,651
4	January 1, 2018 <i>*Includes Learn On-Demand (12 Months); Adoption Kit (12 Months)</i>	35,650
5	January 1, 2019 <i>*Includes Learn On-Demand (12 Months); Adoption Kit (12 Months)</i>	35,650
Total Due		190,427

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	550	68	37,400

SKU	Training Offering	Monthly Rate	Months	Quantity	LOD Fees for Order Term
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	417	53	1	22,101
LODPAY10	Learn On-Demand – Payroll Library 10 Initial Users	417	53	1	22,101
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	417	53	1	22,101
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	417	53	1	22,101
LODEG10	Learn On-Demand – Education & Government Library 10 Initial Users	417	53	1	22,101
Total LOD Fees for Order Term					110,505
LOD Order Term: July 31, 2015 through December 30, 2019					



SKU	Training Offering	Total Number of FSE Workers	AK Fees for Order Term
AK	Adoption Kit	11,261	42,522
AK Order Term: January 1, 2016 through December 30, 2019			

The link to the LOD and Adoption Kit offerings will be delivered to the respective LOD and Adoption Kit Named User designated below. The Customer is responsible for providing accurate email addresses below.

Customer Contact Information	Billing	LOD Named User/ Training Coordinator	Adoption Kit Named User
Contact Name	Cindy Zec	Cindy Zec	Cindy Zec
Street Address City/Town, State/Region/ Zip/Post Code, Country	1437 Bannock Street Denver CO 80202-5337 United States	1437 Bannock Street Denver CO 80202-5337 United States	1437 Bannock Street Denver CO 80202-5337 United States
Phone/Fax #	(720) 913-4958	(720) 913-4958	(720) 913-4958
Email (required)	cindy.zec@denvergov.org	cindy.zec@denvergov.org	cindy.zec@denvergov.org

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

This Order Form requires no separate execution; execution of the City and County of Denver and Workday, Inc. Master Agreement is deemed execution of this Order Form. This Order Form will be void unless a fully executed copy of the Master Agreement incorporating this Order Form by reference is provided to Workday no later than July 31, 2015 at 5:00 p.m. Pacific Time by sending a PDF copy by email to signedcontracts@workday.com. If the fully-executed Master Agreement is not received by Workday by such date and time, this Order Form may be cancelled by Workday at its option.



ADDENDUM A

ADDITIONAL ORDER FORM TERMS – TRAINING

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

- 1. **Training Terms.** The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday’s current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee.
- 2. **Training Credit Bulk Purchase Option.** Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepaays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

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

- 3. **On-Site Training Terms.** On-site training at Customer’s site is subject to Workday’s approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.
- 4. **Learn On-Demand Terms.** The first **Learn On-Demand** (“LOD”) SKU of each Library purchased by Customer is for ten (10) Named Users. Each “**5 Additional Users**” SKU is for five (5) additional Named Users for the stated Library. A “**Library**” is a bundle of specific, related training concepts. Library offerings currently include: (i) “HCM”, (ii) “Cross Application Technology”, (iii)



“Financials”, (iv) “Workday Payroll”, and (v) “Education & Government”. A “**Named User**” is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above.

5. **Adoption Kit Terms.** The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer’s Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday’s underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer’s own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits (“Adoption Kit Improvements”). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.
6. **Miscellaneous Training Terms.** Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday’s prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer’s Employees and Customer’s Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.
7. **Fiscal Funding:** Customer confirms that funds have been budgeted and allocated for Payment #1. For future payments, upon written request from Workday, Customer shall confirm in writing whether funds have been budgeted and allocated to this Order Form.



**ORDER FORM # 00089005.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

Customer Name	City and County of Denver
MSA Effective Date	July 31, 2015
Order Effective Date	January 4, 2016
Currency	USD
Total Training Fees	169,950

Payment #	Payment Due Date	Payment Amount
1	Invoiced upon January 4, 2016, due in accordance with the MSA	169,950
	Total Due	169,950

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	550	309	169,950

Customer Contact Information		Billing
Contact Name	Cindy Zec	
Street Address	1437 Bannock Street	
City/Town,	Denver CO 80202-5337	
State/Region/Zip/Post Code, Country	United States	
Phone/Fax #	(720) 913-4958	
Email (required)	cindy.zec@denvergov.org	

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

This Order Form requires no separate execution; execution of the City and County of Denver and Workday, Inc. Master Agreement is deemed execution of this Order Form. This Order Form will be void unless a fully executed copy of the Master Agreement incorporating this Order Form by reference is provided to Workday no later than July 31, 2015 at 5:00 p.m. Pacific Time by sending a PDF copy by email to signedcontracts@workday.com. If the fully-executed Master Agreement is not received by Workday by such date and time, this Order Form may be cancelled by Workday at its option.



ADDENDUM A

ADDITIONAL ORDER FORM TERMS – TRAINING

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

- 1. Training Terms.** The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Training Credits purchased on this Order Form Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday’s current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee.
- 2. Training Credit Bulk Purchase Option.** Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepaays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

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- 3. On-Site Training Terms.** On-site training at Customer’s site is subject to Workday’s approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.
- 4. Learn On-Demand Terms.** The first **Learn On-Demand** (“LOD”) SKU of each Library purchased by Customer is for ten (10) Named Users. Each “**5 Additional Users**” SKU is for five (5) additional Named Users for the stated Library. A “**Library**” is a bundle of specific, related training concepts. Library offerings currently include: (i) “HCM”, (ii) “Cross Application Technology”, (iii)



“Financials”, (iv) “Workday Payroll”, and (v) “Education & Government”. A “**Named User**” is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above.

5. **Adoption Kit Terms.** The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer’s Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday’s underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer’s own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits (“Adoption Kit Improvements”). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.
6. **Miscellaneous Training Terms.** Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday’s prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer’s Employees and Customer’s Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.



**ORDER FORM # 00082261.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

Customer Name	City and County of Denver
MSA Effective Date	See MSA executed herewith
Order Effective Date	July 31, 2015
Order Term	July 31, 2015 through December 30, 2019
Order Term in Months	53
Currency	USD
Total Subscription Fee	7,437,500

Payment #	Payment Due Date	Payment Amount
1	Invoiced upon Order Effective Date, due in accordance with the MSA	437,500
2	January 1, 2016	1,750,000
3	January 1, 2017	1,750,000
4	January 1, 2018	1,750,000
5	January 1, 2019	1,750,000
	Total Subscription Fees	7,437,500

SKU	Service	Permitted FSE Workers
HCM	Human Capital Management	11,261
CCB	Cloud Connect for Benefits	11,261
USP	Payroll for United States	11,261
PRJT	Projects	4,463
PRO	Procurement	3,068
FIN	Core Financials	11,261
GM	Grants Management	11,261

Annual Subscription Fees for Additional FSE Workers	Fees
HCM	37.72
CCB	11.32
USP	28.29
PRJT	37.72
PRO	15.19
FIN	37.72
GM	11.32

Translations	Number of Languages
Number of Translations	None

Number of Named Support Contacts	6
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Customer Contact Information	Billing	Customer Support
Contact Name	Cindy Zec	Cindy Zec
Street Address	1437 Bannock Street	1437 Bannock Street
City/Town, State/Region/County, Zip/Post Code, Country	Denver CO 80202-5337 United States	Denver CO 80202-5337 United States
Phone/Fax #	(720) 913-4958	(720) 913-4958
Email (required)	cindy.zec@denvergov.org	cindy.zec@denvergov.org



00082261.0 - Confidential

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. Customer is purchasing the Service that is currently available. High level descriptions of the Workday Service SKUs are found on Addendum B attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

This Order Form requires no separate execution; execution of the City and County of Denver and Workday, Inc. Master Agreement is deemed execution of this Order Form. This Order Form will be void unless a fully executed copy of the Master Agreement incorporating this Order Form by reference is provided to Workday no later than July 31, 2015 at 5:00 p.m. Pacific Time by sending a PDF copy by email to signedcontracts@workday.com. If the fully-executed Master Agreement is not received by Workday by such date and time, this Order Form may be cancelled by Workday at its option.



ADDENDUM A

ADDITIONAL ORDER FORM TERMS

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

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

Sample Total FSE Worker Calculation:

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
Totals:	2,600		2,138

The Service may be used by Customer only for the following categories of Employees/Workers:

"Full-Time Employee" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Part-Time Employee" is an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.



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

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

3. **Renewal.** By providing written notice to Workday at least ninety (90) days prior to the end of the Order Term, Customer may elect to continue use of the Service by renewing this Order Form for a single three-year renewal term beginning at the end of the Order Term (“Renewal Term”) at the stated rate(s):

Annual period beginning at the end of the Order Term (each a Renewal Year)	Applicable Annual Renewal Subscription Fees
Renewal Year 1	Base Subscription Fee x (1 + 3% + CPI)
Renewal Year 2	Renewal Year 1 Subscription Fee x (1 + 3% + CPI)
Renewal Year 3	Renewal Year 2 Subscription Fee x (1 + 3% + CPI)

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

“CPI” means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of each Renewal Year, if a positive number.

Notwithstanding the foregoing, and upon Customer’s request at any time during the Order Term, Workday will provide its then-current prices for renewal of this Order Form and will engage in good faith negotiations regarding Subscription Fees for Customer’s use of the Service for a period of time following completion of the Order Term (“Renewal Term”). The Renewal Term and the Subscription Fees due during the Renewal Term (“Renewal Fees”) will be documented with a new Order Form. Renewal Fees are due by the first day of the Renewal Term to ensure continuous Service.

4. **Tenants.** In connection with Customer’s use of the Service during the Order Term, Workday will provide to Customer one Production tenant and one sandbox tenant in accordance with Workday’s standard policies. One additional sandbox, referred to as a preview tenant, will be provided for testing pursuant to Workday’s standard policies. Deployment tenants will be provided to Customer during Customer’s deployment project in accordance with Workday’s Deployment Tenant Policy. Customer may acquire three additional deployment tenants during and/or after completion of the Customer’s deployment projects at the rate of \$8,000 per deployment tenant per month



through July 30, 2017. For the remainder of the initial term, the tenant rate for the three deployment tenants will not increase by more than ten percent (10%). Thereafter, including during any Renewal Term, Workday's then-current rates and terms will apply to any deployment tenants.

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



Addendum B

Workday Service SKU Descriptions

Human Capital Management

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

Cloud Connect for Benefits

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

Workday Payroll for US

Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Projects

Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

Procurement

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Core Financials

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.



Workday Production Support and Service Level Availability Policy (SLA)

Workday’s Software as a Service (“Service”) is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday’s Production Support and Service Level Availability Policy (“SLA”) with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Master Agreement.

1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

2. Service Availability:

Workday’s Service Availability commitment for a given calendar month is 99.5%. Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100 \geq 99.5\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes unavailable in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday’s current weekly maintenance begins at 2:00 am (Eastern) on Saturday; monthly maintenance begins at 6:00 am (Eastern) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern) on Saturday. All times are subject to change upon reasonable notice.

If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Workday Production Service at the Workday production data center’s Internet connection points. Customer may request an availability report not more than once per month via the Customer Center.

3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Workday Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release (“Feature Release”) or as part of weekly service updates (“Service Updates”). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday’s discretion. Feature Releases will take up to twelve (12) hours to update and will require the Service to be taken down for some or all of that time (which time shall not be considered an Unplanned Outage). Specific information and timelines for Feature Releases and Service Updates can be found on the Workday Community (<https://community.workday.com>). Feature Releases will be performed during a weekend following any Planned Maintenance.



Workday Production Support and Service Level Availability Policy (SLA)

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Service Response is the processing time of the Workday Production Service in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

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

5. Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday Production Service in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday Production Service becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday Production Service became 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.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Workday Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each case. 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 commercially reasonable solution to the issue. Case reporting is available on demand via the Workday Customer Center.

7. Severity Level Determination:

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

8. Support Issue Production Severity Levels - Response and Escalation:

Response Time is the period from the time the Production case was logged in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.



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Workday Production Support and Service Level Availability Policy (SLA)

Severity Level 1:

- **Definition:** The Workday Service is unavailable for all users or a Workday issue prevents timely: payroll processing, tax payments, entry into time tracking and/or financials closing (month-end, quarter-end or year-end).
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

- **Definition:** The Workday Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- **Definition:** The Workday Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four (4) hours of receipt of case.
- **Resolution:** If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 4:

- **Definition:** The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution:** If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.



Workday Production Support and Service Level Availability Policy (SLA)

- Escalation: Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

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

- Definition: Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Customer Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.
- Workday Response Commitment: Workday will respond within twenty-four (24) hours of receipt of case.
- Resolution Commitment: Workday will respond to request. Customer will be notified of status changes.
- Escalation: Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Commitment: Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is developed by Workday and under its direct control. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. All announcements surrounding the WWS APIs will be communicated through Workday's Developer Network at www.developer.workday.com.

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.

11. Service Credits:

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in this SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the Master Subscription Agreement or applicable Order Form.



SECURITY EXHIBIT

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

- 1) Security Awareness and Training – A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:
 - a) Training on how to implement and comply with its Information Security Program;
 - b) Promoting a culture of security awareness through periodic communications from senior management with employees.
- 2) Access Controls - Policies, procedures, and logical controls:
 - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
 - b) To prevent those workforce members and others who should not have access from obtaining access; and
 - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
- 3) Physical and Environmental Security – Controls that provide reasonable assurance that access to physical servers at the production data center is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.

These controls include:

- a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
 - b) Camera surveillance systems at critical internal and external entry points to the data center;
 - c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
 - d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.
- 4) Security Incident Procedures – A security incident response plan that includes procedures to be followed in the event of any security breach of Customer Data or any security breach of any application or system directly associated with the accessing, processing, storage, communication or transmission of Customer Data.

Such procedures include:



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SECURITY EXHIBIT

- a) Roles and responsibilities: formation of an internal incident response team with a response leader;
 - b) Investigation: assessing the risk the incident poses and determining who may be affected;
 - c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data in accordance with the Master Agreement;
 - d) Recordkeeping: keeping a permanent record of what was done and by whom to help in later analysis and possible legal action; and
 - e) Audit: conducting and documenting root cause analysis and remediation plan.
- 5) Contingency Planning/Disaster Recovery – Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data.

Such procedures include:

- a) Data Backups: A policy for performing periodic backups of production file systems and databases according to a defined schedule;
 - b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:
 - i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
 - ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
 - c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
- 6) Audit Controls –Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements.
- 7) Data Integrity – Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
- 8) Storage and Transmission Security – Technical security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices.
- 9) Secure Disposal – Policies and procedures regarding the disposal of tangible property containing Customer Data, taking into account available technology so that Customer Data cannot be practicably read or reconstructed.
- 10) Assigned Security Responsibility – Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:
- a) Designating a security official with overall responsibility;
 - b) Defining security roles and responsibilities for individuals with security responsibilities; and
 - c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.



SECURITY EXHIBIT

- 11) Testing – Regularly testing of the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.

Such testing includes:

- a) Internal risk assessments;
- b) ISO 27001 certification; and
- c) SSAE Type II (or successor standard) audits twice annually.

- 12) Monitoring – Monitoring the network and production systems, including error logs on servers, disks and security events for any potential problems.

Such monitoring includes:

- a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
- b) Reviewing privileged access to Workday production systems; and
- c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

- 13) Change and Configuration Management – Maintaining policies and procedures for managing changes to production systems, applications, and databases.

Such policies and procedures include:

- a) A process for documenting, testing and approving the promotion of changes into production;
- b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
- c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing for:
 - i) Cross-site request forgery
 - ii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iii) XML and SOAP attacks
 - iv) Weak session management
 - v) Data validation flaws and data model constraint inconsistencies
 - vi) Insufficient authentication
 - vii) Insufficient authorization

- 14) Program Adjustments – Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:

- a) Any relevant changes in technology and any internal or external threats to Workday or the Customer Data;
- b) Security and data privacy regulations applicable to Workday; and
- c) Workday’s own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.



DATA PROCESSING EXHIBIT
WORKDAY, INC. – DATA CENTER IN U.S.

Introduction

- A. Customer concluded a Master Subscription Agreement (“MSA”) with Workday and in the context of the Service provided, Workday and its Affiliates will process Personal Data on behalf of Customer and its Affiliates.
- B. Customer together with its Affiliates, are considered Data Controllers in respect of the Processing of Personal Data that takes place in the context of the Service provided by Workday. Workday, together with its Affiliates, is a Data Processor. For the purposes of this Exhibit, the obligations on both parties shall also apply to their respective Affiliates.
- C. Customer and Workday wish to supplement the terms of the MSA and formalize the terms and conditions that will be applicable to the Processing of Personal Data by Workday of the Personal Data belonging to Customer and its Affiliates.

1. Definitions and Interpretation

The following terms shall have the following meanings in this Exhibit.

“**Additional Products**” means products, services and applications (whether made available by Workday or a third party) that are not part of the Service.

“**Affiliates**” shall have the same meaning as in the MSA.

“**Applicable Data Protection Law**”: shall mean all local, state, national and/or foreign law, treaties, and/or regulations, applicable to either (i) Workday in its role as service provider processing data or (ii) Customer and its Affiliates, as the case may be. For the avoidance of doubt, each party is only responsible for the local, state, national and/or foreign law, treaties, and/or regulations applicable to it. An example for illustrative purposes, Workday is responsible for complying with local, state, national and/or foreign law, treaties, and/or regulations applicable to Workday but not those laws applicable to Customer or its Affiliates.

“**Contingent Worker**” shall, for the purposes of this Exhibit only, mean: (i) an individual (who is not a direct employee of Workday) that is directly engaged by Workday (not employed through another entity) to perform any of Workday’s obligations under the MSA or this Exhibit; or (ii) an individual who is engaged by Workday to perform any of Workday’s obligations under the MSA or Exhibit but employed through a staffing firm entity (other than an Affiliate of Workday) where such entity is in the business of providing staffing augmentation but does not undertake responsibility for the direct supervision of the individual.

“**Customer Data**” shall have the same meaning as in the MSA.

“**Customer Audit Program**” means Workday’s customer audit program where, subject to the then current terms of the program, Workday shall provide, and customers shall pay for, an audit of the Service on an annual basis for each year specified in the relevant order under the program (“Audit Program Order”). At any time during the term of the MSA, Customer may elect to execute an Audit Program Order.

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

“**Data Processor**” shall mean the person or body which Processes Personal Data on behalf of the Data Controller, as contemplated by the MSA and this Exhibit.

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

“EEA” shall mean the European Economic Area.

“Exhibit” means this Data Processing Exhibit forming part of the MSA.

“Personal Data” shall mean any information that is related to an identified or identifiable individual and that has been provided by Customer or its Affiliates as Customer Data within the Service to enable Workday to Process the data on its behalf.

“Processing or Process” shall mean any operation or set of operations concerning Personal Data, including the collection, recording, organization, storage, updating, modification, retrieval, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking, erasure or destruction of Personal Data.

“Service” shall mean the hosted software services performed by Workday as described in the MSA.

“Subcontractor” shall mean an entity engaged by Workday which performs Data Processing which is not an Affiliate of Workday or a Contingent Worker. For the avoidance of doubt, a co-location data center facility is not a Subcontractor under this Exhibit.

2. Data Controller and Data Processor

2.1 Customer and Workday acknowledge that Customer and/or Affiliates qualify as Data Controllers with regard to the Processing of Personal Data in the context of the Service provided by Workday to Customer and its Affiliates.

2.2 Customer and Workday acknowledge that Workday and its Affiliates qualify as Data Processors with regard to the Processing of Personal Data in the context of the Service provided by Workday to Customer and its Affiliates.

2.3 Workday warrants that it will Process the Personal Data in compliance with this Exhibit and each party warrants to the other that it will not act in such a way as to cause the other party to breach any of its obligations under this Exhibit.

3. Customer Instructions

3.1 Workday shall only Process the Personal Data to the extent necessary to provide the Service to Customer and its Affiliates and only for the purposes - as agreed upon by Customer and Affiliates – as instructed by Customer and in a manner consistent with this Exhibit. The MSA and this Exhibit are Customer’s instructions to Workday for Processing of Personal Data.

3.2 Customer acknowledges that Workday is reliant on the Customer alone for direction as to the extent Workday is entitled to Process the Personal Data. Consequently, Workday shall be entitled to relief from liability in circumstances where a Data Subject makes a claim or complaint with regards to Workday’s actions to the extent that such actions directly result from instructions received from Customer.

3.3 Throughout the Term of the MSA, Workday will, as necessary to enable Customer to meet its obligations under Applicable Data Protection Law, either (1) provide Customer with the ability to correct, delete or block Personal Data within the Service; or (2) make such corrections, deletions, or blockages on Customer’s behalf if such functionality is not available within the Service (with the choice between (1) and (2) being at Workday’s discretion).

4. Data location and transfers outside the EEA

4.1 For so long as the U.S.-European Union and U.S.-Swiss Safe Harbor framework (“Safe Harbor”) are recognized by the European Union as a legitimate basis for the transfer of Personal Data to an entity located in the United States, Workday will maintain a current Safe Harbor certification with the U.S. Department of Commerce which shall cover the Processing of Personal Data from the EEA and Switzerland in relation to the MSA and this Exhibit.

4.2 The Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to Workday so that Workday and its Affiliates may lawfully use, process and transfer the Personal Data in accordance with this Exhibit on the Customer's behalf.

4.3 During the term of the MSA, Workday agrees that Personal Data will be housed in data centers located in the United States unless the parties otherwise expressly agree in writing. In providing the Service under the MSA, Personal Data shall only be exported outside the United States (either pursuant to Safe Harbor or some other mechanism which ensures adequate protection for the transferred data) or nations or entities approved as having adequate data protection in place by the European Commission. The parties understand and agree that Customer Data may be accessed from and/or transmitted to countries outside the United States by Workday and its Affiliates in accordance with the terms and conditions of the MSA and this Exhibit only to the EEA (either pursuant to Safe Harbor or some other mechanism which ensures adequate protection for the transferred data) or to countries approved as having adequate data protection in place by the European Commission and only for the purposes set out in the MSA, which includes updating the Service, and preventing or addressing service or technical problems. When Customer Data is accessed by Workday or its Affiliates from outside the United States for the purposes set forth above, the parties understand and expressly agree that Customer Data may be temporarily stored in that country; however, the Customer Data will also continue to be stored in a data center in the United States. Workday shall provide reasonable prior notice to Customer where it or its Affiliates intend to access from, or transmit to, a country outside the United States and EEA, notwithstanding such adequacy finding by the European Commission.

5. Security

5.1 Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information. Workday's security program will be maintained in accordance with the Security Exhibit attached to the MSA.

5.2 Workday shall promptly notify Customer of unauthorized disclosure of Personal Data as required by Applicable Data Protection Law and in accordance with the relevant contractual provisions of the MSA.

6. Access requests

6.1 Workday shall promptly notify Customer of: (i) any third party or Data Subject complaints regarding the Processing of Personal Data; or (ii) any government or Data Subject requests for access to or information about the collection or Processing of Personal Data undertaken by Workday in the context of the Service.

6.2 In case of any investigation or seizure of the Personal Data by government officials, a data protection supervisory authority or any law enforcement authority, Workday will promptly notify Customer unless prohibited by Applicable Data Protection Law or upon request of law enforcement where such notification would impede an ongoing investigation.

7. Workday personnel

Without limiting the scope of Section 5.1, Workday shall take reasonable steps to ensure the reliability of all its personnel who may have access to the Personal Data.

8. Subcontractors

Workday may use Subcontractors to provide limited services on its behalf in accordance with the terms of the MSA. Any such Subcontractor will be permitted to Process Personal Data only to deliver the services Workday has retained them to provide, and Workday shall procure the Subcontractor does not Process Personal Data for any other purpose. Prior to giving any Subcontractor access to Personal Data 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 Exhibit. In advance of appointing any Subcontractor, Workday shall notify Customer through a communication made to Workday's general customer base such as notification through Workday's community portal of any Subcontractor which will Process Personal Data and shall make a summary of the data Processing terms available to all of its customers. Workday shall be liable for the acts and omissions of any such Subcontractor to the same extent as if the acts or omissions were performed by Workday.

9. Audit

Customer agrees that, except as otherwise provided in this Section or the MSA, Workday's then-current SOC1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 Certification will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator or data protection authority requires additional information beyond that which Workday is required to provide under this Section, such information shall be made available in accordance with Workday's Customer Audit Program.

10. Term and termination

This Exhibit shall come into effect on the Effective Date of the MSA and will end simultaneously and automatically with the termination of the MSA. Any obligation imposed on Workday under this Exhibit in relation to the Processing of Personal Data shall survive any termination or expiration of this Exhibit.

11. Additional Products

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then the Service may allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator. This Exhibit does not apply to the Processing of Personal Data outside of the Service.

12. Miscellaneous

12.1. With regard to the subject matter of this Exhibit, the following will apply: in case of contradiction between a stipulation, section or article of this Exhibit on the one hand and a stipulation, section or article of any other agreement, including but not limited to the MSA, on the other hand then the stipulation, section or article of this Exhibit will prevail.

12.2. This Exhibit is part of and subject to the non-conflicting terms of the MSA and shall be governed by the same law and jurisdiction. Customer's Affiliates may enforce the terms of this Exhibit directly against Workday, subject to the following provisions: (i) the Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to this Exhibit (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, unless if the Applicable Data Protection Law to which the relevant Affiliate is subject requires 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.

12.3 Customer's remedies (including those of its Affiliates) making an Affiliate Claim directly against Workday in accordance with Section 12.2 above) in respect of any breach by Workday of the terms of this Exhibit will be subject to any aggregate limitation of liability that applies to the Customer under the MSA.

12.4. Customer will coordinate all communication with Workday on behalf of its Affiliates with regard to this Exhibit.



CONSULTING ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT

This Consulting and Addendum ("CTA" or "this **Addendum**") is entered into as of the last date beneath the parties' signatures below ("Addendum Effective Date"). This CTA amends and incorporates the Master Subscription Agreement between the parties (the "MSA" or the "Agreement"). Unless otherwise defined herein, capitalized terms used in this Addendum and the attached exhibit have the same meaning as set forth in the MSA.

1. Consulting Services to be provided by Workday. Workday shall perform the consulting services ("**Professional Services**") in the form, type and manner provided in one or more CTA Ordering Documents. Workday may use Subcontractors at its sole discretion in connection with providing Professional Services. Professional Services will be provided in accordance with the Professional Services Exhibit attached hereto. If the parties agree to change the scope of a Professional Services project, such changes and associated fees for additional Professional Services to be provided will be described in a document (a "Change Order"). Workday will submit the Change Order to Customer for review and approval. Upon receipt of written approval, Workday will begin performing the Professional Services described in the Change Order according to the agreed-upon schedule under the applicable CTA Ordering Document as may be modified by the Change Order.

2. Fees, Expenses and Payment. Customer shall pay for Professional Services at the rates and in accordance with the payment schedule set forth in the applicable CTA Ordering Document. Customer shall reimburse Workday for all reasonable and necessary travel and living expenses incurred by Workday in the performance of the Professional Services under this CTA. Workday will advise Customer in advance of any such travel. Except as otherwise stated in the applicable CTA Ordering Document, charges are due in accordance with the terms of the MSA. Unless the CTA Order Document expressly states otherwise, or as permitted under the MSA, all CTA Ordering Documents are non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. All payment obligations for Professional Services actually provided to Customer are non-cancelable and amounts paid are non-refundable. Upon Customer's written request, Workday will submit supporting expense documentation and copies of receipts to Customer for expenses over \$25. Upon Workday's request, Customer will make payments via wire or ACH/EFT. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

3. Ownership and Licenses. *This Section 3 replaces and supersedes Section 3 of the MSA with respect to Professional Services only.* Workday provides Professional Services relating to the Workday Service. All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of providing Professional Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "**Workday Intellectual Property**") vests in Workday. Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein. Subject to the foregoing, Workday grants to Customer a nontransferable and non-assignable term license to access and to use the Workday Intellectual Property that Workday incorporates into a Deliverable provided to Customer hereunder, without further license fees. However, Customer may only use the Deliverables for internal purposes in connection with its authorized use of the Workday Service, as set forth in the MSA and only during the Term or shorter period set forth in the applicable CTA Ordering Document. All Customer Confidential Information, and all PII supplied by Customer, its Employees or Authorized Parties, shall be, and remain, the property of Customer. Subject to Workday's underlying Intellectual Property Rights, all right, title and interest in any Custom Integration developed solely by Customer shall vest in Customer. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Custom Integration should Workday create something similar independently or receive rights to something similar from a third party. Customer shall reproduce all Workday proprietary rights notices, headings and confidentiality notices on any copies of Deliverables, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Deliverables made by it.

4. Warranty, Remedies and Disclaimer. *This Section 4 replaces and supersedes Section 6 of the MSA with respect to Professional Services only.* Workday warrants that it will perform its obligations in this Addendum in a professional and workmanlike manner. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Workday which describes any deficiencies within thirty days of the earlier of Customer's discovery of a deficiency or thirty days after delivery by



CONSULTING ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT

Workday. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, within thirty days after Workday informs Customer of such, Customer may terminate only the applicable CTA Ordering Document and Workday shall refund Customer prorated amounts paid for the defective portion of the Deliverables and any pre-paid fees for the same that have not been earned as of the effective date of such termination. The foregoing right to terminate will not extend to any other portion of the Agreement, Order Forms or any other CTA Ordering Document. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE APPLICABLE CTA ORDERING DOCUMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICES PROVIDED UNDER THIS ADDENDUM. IN ADDITION, WORKDAY DOES NOT WARRANT THAT ANY OF THE PROFESSIONAL SERVICES OR DELIVERABLES PROVIDED UNDER THIS ADDENDUM WILL BE ERROR FREE OR UNINTERRUPTED. FOR THE AVOIDANCE OF DOUBT, THE SLA, SECURITY EXHIBIT AND DATA PROCESSING EXHIBIT DO NOT APPLY TO ANY PROFESSIONAL SERVICES.

5. Limitation of Liability. *This Section 5 replaces and supersedes Section 8 of the MSA with respect to Professional Services only.* WORKDAY'S MAXIMUM LIABILITY FOR ANY ACTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT, ARISING UNDER THIS ADDENDUM SHALL BE LIMITED TO I) REPERFORMANCE OF THE NON-CONFORMING PROFESSIONAL SERVICES, OR II) THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE SPECIFIC CTA ORDERING DOCUMENT. THE SERVICES PROVIDED BY WORKDAY HEREUNDER ARE ADVISORY ONLY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED. EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS AND CUSTOMER'S WILLFUL INFRINGEMENT OF WORKDAY INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF DATA OR USE, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PROFESSIONAL SERVICES, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR CONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF ANY BREACH OF THIS ADDENDUM RESULTS IN THE UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA, THE LIMITATION OF LIABILITY SET FORTH IN THE MSA WILL APPLY.

6. Term and Termination. *This Section 6 supplements Section 9 of the MSA with respect to Professional Services only.* This CTA will remain in effect throughout the Term of the MSA. Termination of a CTA Ordering Document hereunder by either party for any reason does not give that party the right to terminate the MSA or any Order Forms thereto. However, expiration or termination of the MSA for any reason will result in immediate termination of all CTA Ordering Documents. Upon termination of a CTA Ordering Document for Professional Services, Workday will immediately cease performance of all Professional Services thereunder and Customer shall pay Workday within thirty (30) days after the date of termination for all Professional Services performed by Workday and travel and living expenses incurred up to the cessation of such Professional Services. All provisions of this CTA shall survive any termination or expiration of the MSA, except for (i) Workday's obligations to provide Professional Services, (ii) Customer's rights and licenses to use any Deliverables and any Workday Intellectual Property, and (iii) terms of the CTA Ordering Documents that are not of a nature that should survive. No termination or expiration of the MSA or any CTA Ordering Document will relieve Customer from making any payments due prior to the effective date of such termination or non-cancelable payments, even if due after the date of termination.

7. Definitions.

"CTA Ordering Document" means the separate statements of work and/or work orders under which Workday agrees to provide Professional Services that refer to this CTA and have been fully executed by the parties.



**CONSULTING ADDENDUM
TO MASTER SUBSCRIPTION AGREEMENT**

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

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

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

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Addendum as of the Addendum Effective Date.

City & County of Denver

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



CONSULTING ADDENDUM TO MASTER SUBSCRIPTION AGREEMENT

Workday Professional Services Exhibit

This exhibit sets forth the controls that Workday has in place to protect personally identifiable information that is provided to Workday for the purpose of being input into the Workday Service. During the Term of the Consulting Addendum, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Personally Identifiable Information; (ii) protect against threats or hazards to the security or integrity of Personally Identifiable Information; and (iii) prevent unauthorized access to Personally Identifiable Information. The Professional Services will be provided to Customer from locations determined by Workday.

Training:

Workday shall require all individuals performing Professional Services to have completed privacy and security training.

Access to Personally Identifiable Information:

Workday shall maintain and adhere to 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.

If a consulting project involves data from a Workday Production Tenant, Customer is responsible for administering (enabling/disabling) access of individuals performing Professional Services to the Workday Service and reviewing Tenant activity logs.

Devices:

All laptop and desktop computing devices utilized by Workday and any subcontractors in providing the Professional Services:

- a) will be equipped with a minimum of AES 128 bit full hard disk drive encryption;
- b) will have up to date virus and malware detection and prevention software installed with virus definitions updated on a regular basis; and
- c) shall maintain virus and malware detection and prevention software so as to remain on a supported release. This shall include, but not be limited to, the obligation to promptly implement any applicable security-related enhancement or fix made available by supplier of such software.

SFTP Server:

Workday may elect to use an SFTP server to transfer the Personally Identifiable Information between Customer and Workday for implementation purposes. This SFTP server shall be located in a secure data center with appropriate physical and environmental security controls in place. These controls provide reasonable assurance that access to physical servers is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:

- a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
- b) Camera surveillance systems at critical internal and external entry points to the data center;
- c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
- d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: Stacy Solomon PHONE (A/C, No, Ext): 415-391-2141 E-MAIL ADDRESS: ssolomon@wsandco.com	FAX (A/C, No): 415-989-9923
	INSURER(S) AFFORDING COVERAGE	
INSURER A: Atlantic Specialty Insurance Compan		27154
INSURED Workday Inc. 6230 Stoneridge Mall Road Pleasanton CA 94588	WORKINC-01	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 473443200

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A		4060383230004	2/1/2015	2/1/2016	<input checked="" type="checkbox"/> PER-STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Issued for Evidence of Insurance Purposes Only

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver 1437 Bannock Street Denver CO 80202-5337	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 199 Fremont Street Suite 1500 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Workday, Inc. 6230 Stoneridge Mall Road Pleasanton CA 94588 USA	INSURER A: Zurich American Ins Co	NAIC # 16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570058615594 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPO 0114741-00	04/14/2015	04/14/2016	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPO 0114741-00	04/14/2015	04/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570058615594

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractual Liability is included under the General Liability policy. Workday Limited is included as named insured in the General Liability policy. City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver 1437 Bannock Street Denver CO 80202-5337 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>





CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
07/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 199 Fremont Street Suite 1500 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS: PRODUCER ID #: 570000035489	
INSURED Workday, Inc. 6230 Stoneridge Mall Road Pleasanton CA 94588 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Federal Insurance Company	NAIC # 20281
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 570058615484 **REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	<input type="checkbox"/> PROPERTY CAUSES OF LOSS DEDUCTIBLES <input type="checkbox"/> BASIC BUILDING <input type="checkbox"/> BROAD CONTENTS <input type="checkbox"/> SPECIAL <input type="checkbox"/> EARTHQUAKE <input type="checkbox"/> WIND <input type="checkbox"/> FLOOD				BUILDING PERSONAL PROPERTY BUSINESS INCOME w/o Extra Expense EXTRA EXPENSE RENTAL VALUE BLANKET BUILDING BLANKET PERS PROP BLANKET BLDG & PP	
	<input type="checkbox"/> INLAND MARINE CAUSES OF LOSS <input type="checkbox"/> NAMED PERILS	TYPE OF POLICY POLICY NUMBER				
A	<input checked="" type="checkbox"/> CRIME TYPE OF POLICY Crime - Primary	82227394	04/14/2015	04/14/2016	<input checked="" type="checkbox"/> Aggregate Limit (for	\$10,000,000
	<input type="checkbox"/> BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City and County of Denver 1437 Bannock Street Denver CO 80202-5337 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier :

CERTIFICATE NUMBER: 570058615484





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/06/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. San Francisco CA Office 199 Fremont Street Suite 1500 San Francisco CA 94105 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Workday, Inc. 6230 Stoneridge Mall Road Pleasanton CA 94588 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Illinois Union Insurance Company NAIC # 27960	
	INSURER B: Continental Casualty Company 20443	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570058615566 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-MPL-Primary			G25703960006 SIR applies per policy terms	04/14/2015	04/14/2016	E&O Limit \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Technology Professional Liability Errors & Omissions policy includes Cyber Risk coverage and Computer Security and Privacy coverage. Evidence of coverage.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver 1437 Bannock Street Denver CO 80202-5337 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>
--	---

Certificate No : 570058615566





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Workday, Inc.	
POLICY NUMBER See Certificate Number: 570058615566			
CARRIER See Certificate Number: 570058615566	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
B	E&O-MPL-XS			425546720	04/14/2015	04/14/2016	Limit (1)	\$10,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Workday, Inc.	
POLICY NUMBER See Certificate Number: 570058615566			
CARRIER See Certificate Number: 570058615566	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Excess coverage

E&O Excess Policy MTE004057202 Limit \$10,000,000, Excess of \$20,000,000