

US Public Sector Addendum

This US public sector addendum (“**Public Sector Addendum**” or “**Addendum**”) is incorporated into and forms part of the Universal Workday Main Subscription Agreement, which is available at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html> or as executed by Workday and Customer (“**MSA**” or “**Agreement**”).

This Public Sector Addendum applies to United States government customers, including but not limited to entities of the United States Federal Government (each, a “Federal Customer”), as well as state entities, local entities, or public education entities created by the Laws (including constitution or statute) of the applicable state (each, a “SLED Customer”). Workday also reserves the right, at its sole discretion, to offer this Public Sector Addendum to US-based (i) private higher education entities, (ii) quasi-public entities (not otherwise qualified as a Federal Customer or a SLED Customer), such as federally funded research and development centers, and/or (iii) public healthcare entities (not otherwise qualified as a Federal Customer or a SLED Customer), provided that in order for this Public Sector Addendum to apply to such entities, it must be explicitly referenced and incorporated into the signed Order Form as between Workday and such entity. As applicable, an entity qualified under (i), (ii), or (iii) above shall be referred to herein as an “Approved Customer”; an Approved Customer is specifically not included in the definition of “Federal Customer” or “SLED Customer” and any sections in this Addendum indicating it applies only to a Federal Customer or a SLED Customer shall not extend to an Approved Customer.

Unless otherwise defined herein, all other capitalized terms used in this Public Sector Addendum have the same meaning as set forth in the MSA. Customer and Workday agree that in the event of a conflict between this Addendum or the MSA, the Public Sector Addendum will take precedence over provisions of the MSA.

1. Taxes. The following sentence is hereby added at the beginning of the “Taxes” section in the MSA (currently, Section 1.3): *“This section applies only if Customer has not provided Workday with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.”*

2. FOIA/Public Disclosure Laws. Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or any state equivalents or other applicable public disclosure Laws. A disclosure by the Customer of Workday’s Confidential Information to the extent required by Law shall not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday’s cost, if Workday wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.

3. FERPA and Minnesota Government Data Practices Act

a. FERPA. To the extent required for a public education SLED Customer or an Approved Customer, the parties agree to the following addition to the MSA: *“To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act (“FERPA”) and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.”*

b. Minnesota Government Data Practices Act. The requirements of Minn. Stat. 13.05 Subd.11 apply to this Agreement. Notwithstanding anything to the contrary herein and only to the extent required by Law, Workday shall comply with the applicable portions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (“MGDPA”). For the avoidance of doubt, and only to the extent that this section is not otherwise inconsistent with Law, the parties agree that Customer will: (i) directly respond to requests for access (as well as providing access itself if Customer has control of such access rights) to the Customer Content covered by the MDGPA (as set forth in Minn. Stat. 13.03 and 13.04); (ii) be responsible for the classification of the Customer Content covered by the MGDPA as



contemplated therein; and (iii) provide any required notices required by the MGDPA with respect to Customer Content (including but not limited to the notice required in Minn. Stat. 13.055). Workday agrees to fully cooperate and assist the Customer in fulfilling these obligations.

4. Business Associate Exhibit. If a Customer concludes that the Service will include access to Customer Content that is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and Customer is a Covered Entity as defined under HIPAA, the parties agree to attach Workday’s Business Associate Exhibit to the Agreement, which shall apply to Workday’s receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

5. Section 7.2 Customer Indemnity in the MSA is replaced with the following:

Customer Obligations. Unless Customer is prohibited by Law from indemnifying its vendors, Customer shall defend Workday, at Customer’s expense, from any third-party claim against Workday alleging that (1) Customer Content, or (2) data submitted by Customer, its Affiliates or its Authorized Parties used by Workday to provide the Service infringes or misappropriates such third-party’s Intellectual Property Rights and Customer shall be directly and solely responsible for any Losses related to such Claim. If Customer is prohibited by Law from indemnifying its vendors, any indemnification clause found in an Order Form’s application-specific additional terms or click-through terms referenced in the Order Form shall be read only as an acknowledgement that Customer is responsible for materials and data it provides to Workday and for the behavior of its Authorized Parties.

6. FOR A FEDERAL OR SLED CUSTOMER ONLY: Termination for Non-Appropriation. To the extent required by Law, the following provision is hereby added to the end of the “Termination” section of the MSA (currently Section 9.1):

Termination for Non-Appropriation. Customer is a US Federal, State, or Local governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement. Customer intends to continue the Agreement for its entire term and to satisfy its obligations thereunder. Customer will seek to obtain funding for each fiscal year of an Order Form. For each succeeding fiscal period: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer’s obligations under the Agreement; (b) Customer agrees to use all reasonable means to secure appropriations; and (c) Customer agrees it will not use non-appropriations as a means of terminating the Agreement in order to acquire functionally equivalent products or services from a third party. If funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of an Order Form, in whole or in part. In accordance with the foregoing, Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday’s receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year’s subscription fee. Upon termination, Customer will remit all amounts due, and all costs reasonably incurred up to the date of termination. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms throughout the term of the Agreement.

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

8. Code of Conduct. Workday has a published code of conduct available at <https://www.workday.com/en-us/company/about-workday/ethics-compliance.html> with rules for ethical



business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

9. Assignment. In no event shall Customer have the right to assign the Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of the Agreement, which, if left uncured, shall entitle Customer to terminate this Agreement in accordance with Section 9.1 (Termination) of the MSA.

10. Federal Government End Use. Workday's offering constitutes 'commercial items' as defined under FAR 2.101. Workday's contracting documents are in conformance with Workday's commercial item offerings and tailoring of acquisition terms is pursuant to FAR 12.302(b). If you are a FAR governed Federal Customer, Workday agrees that the resulting contract will include the mandatory FAR commercial flow downs for a subcontractor under FAR 52.244-6. Additionally, the parties agree that the purpose of the Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

11. Use by Other Entities. The parties agree that other public entities, including state agencies, local governments, courts, and public institutions of higher education may utilize the terms of the Agreement to purchase the Service from Workday for agreements commencing no later than 5 years after the Effective Date of the Agreement. Workday may extend the availability of the Agreement for such use in its sole and reasonable discretion. The parties understand that pricing is specific to Pricing Metrics and the choice of Workday Service components and 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 the Agreement will have a copy of the Agreement executed in its own name and any Order Forms will be in such entity's name. The parties agree that Workday can disclose the Agreement, all exhibits, and any applicable Order Forms to an entity seeking to make use of this Section.

12. Publicity. Except as set forth in this section, 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.

13. FOR A FEDERAL OR SLED CUSTOMER ONLY: Governing Law. The parties agree that notwithstanding the "Governing Law" section of the MSA (currently Section 10.7), the following shall apply:

a. For a Federal Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto shall be governed by U.S. Federal Law. Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by Federal Law is deleted and superseded by the forum or venue required by Law. If Workday believes a Federal Customer is in breach of the Agreement, Workday shall pursue its rights under the Contract Disputes Act or other applicable Law while continuing performance as set forth in Federal Acquisition Regulation 52.233-1 (Disputes).

b. For a SLED Customer only: this Addendum and the Agreement and any disputes arising out of or related thereto shall be governed by the Laws of the state pursuant to which Customer is created, or else the state in which Customer's primary headquarters or main office is geographically located. With respect to all disputes arising out of or related to this Addendum and the Agreement, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in such state.