



August 19, 2013

MEMORANDUM

TO: District Board of Trustees

FROM: Jim Murdaugh, President 

SUBJECT: Authorization to purchase the Workday ERP system and become a Workday Design Partner

Item Description

This item requests District Board of Trustees approval to purchase the Workday ERP software suite, to become a design partner with Workday for a new Student Information System, and to purchase the Workday Student Information System, all of which will replace our existing ERP system, Integrow.

Overview and Background

The District Board of Trustees included in its 2013 Strategic Plan and Mission for the College a strategic priority to "Replace the College's existing Enterprise Resource Planning (ERP) software with a robust solution that meets the present and future administrative, reporting and data-driven decision-making needs of the institution." As was discussed at the District Board of Trustees Board Workshop on June 17, 2013, the College's present ERP solution, Integrow, is over 20 years old and is not meeting the needs of the College. For the past two years, the College has met with a number of ERP consultants and explored essentially all available ERP solutions.

As presented during the Board Workshop on June 17, 2013, the College believes that Workday offers a technology solution that meets the administrative and academic needs of the College while using a technology framework that is consistent with the technological directions the College wishes to pursue. The College further believes that it is in the best interest of the College to become a design partner with Workday to help it to develop a new-to-the-market Student Information System. Such a partnership will best enable the College to ensure that functions specific to two-year institutions in general, and the College in particular, will be included in the new Student System and will also enable the College to save a considerable amount of money on the procurement and implementation of the software.

An ERP Executive Committee and an ERP Steering Committee were formed at the College to perform due diligence on Workday. As a result of the due diligence, both the ERP Executive Committee and ERP Steering Committee unanimously recommend that the College purchase the Workday ERP Software suite, become a design partner with Workday for a new Student Information System, and purchase the Workday Student Information System, all of which will replace our existing ERP system, Integrow.

Past Actions by the Board

There have been District Board of Trustees Workshops on replacing the College's ERP system in January 2012 and June 2013.

Funding/Financial Implications

A copy of the contracts is attached. Note that the Design Partner Program Agreement has been redacted at the request of the vendor (Workday) per state and federal law due to trade secrets. The software licensing costs will be no more than \$410,000 per year for the present Workday suite and no more than \$550,000 per year for the Student Information System for the initial term of 5 years. There will be additional costs for training from Workday.

As discussed at the June 17 Board Workshop, the College will also be conducting an RFI to identify a qualified implementation partner to help us implement Workday. We expect to seek Board approval in September or October to procure such implementation services.

Staff Resource

Bret Ingerman

Recommended Action

Approve the recommendation to purchase the Workday ERP software suite, to become a design partner with Workday for a new Student Information System, and to purchase the Workday Student Information System using FDOE Rule 6A-14.0734(2)(g) Exempting IT purchases from competitive bid: "Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan."



DESIGN PARTNER PROGRAM AGREEMENT

This Design Partner Program Agreement (“Agreement”) is executed as of August 19, 2013 (“Effective Date”) by and between Workday, Inc. (“Workday”) and District Board of Trustees of Tallahassee Community College (“Participant”). In consideration of the mutual promises set forth below, the parties agree as follows:

1. **General Overview of Program.** This Design Partner Program is intended to enable a select group of higher education institutions an opportunity to provide input into and early access to Workday’s Student System. Institutions are selected for participation based upon their ability to represent peer institutions as thought leaders for institutions of their type (Public, Private, Research, Community College, etc.)
2. **Related Agreements.** Participant has executed a Master Subscription Agreement or Master Agreement with Workday and one or more Order Forms for Participant’s use of Workday’s commercially available SaaS solutions. In addition, Participant has executed or will execute an Order Form for Workday’s Student System, if and when it is commercially available. This Agreement has no impact on the other Workday agreements and covers only Participant’s activities with regard to Workday’s Design Partner Program for Student System and any access to the Student System that is provided to Participant prior to general commercial availability.
3. **Participation Benefits:** Participant will have an opportunity to influence the Workday Student System scope and design, increasing the likelihood that early releases of Student System will meet Participant’s critical needs.

[REDACTED]

4. **Participation Obligations:** The Design Partner Program is expected to last approximately two (2) years. Throughout the Design Partner Program, Participant shall:
 - a. Identify [REDACTED] Subject Matter Experts (“SME”) in specific functional areas identified by Workday. [REDACTED];
 - b. Make all such SMEs available to the Design Partner Program for [REDACTED]
 - c. Make all such SMEs available for other meetings throughout the Design Partner Program for teleconferences or virtual meetings using internet technology.
 - d. [REDACTED]
 - e. Remain a subscriber to Workday’s Human Capital Management SaaS throughout the Design Partner Program.
 - f. Not cancel their Order Form for Student System
 - g. Commence implementation of Student System within twelve (12) months of general commercial availability,
 - h. Not provide to Workday or any other participant any information which consists of Education Records as such term is defined in the U.S. Federal Family Educational Rights and Privacy Act. Any examples of Education Records provided by Participant must be redacted or modified such that they cannot be traced to any individual.

5. [REDACTED]



DESIGN PARTNER PROGRAM AGREEMENT

6. **Confidentiality.**

- a. **Definition:** “Confidential Information” means any and all documents, information, or communications related to the Design Partner Program, including but not limited to any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, whether or not marked confidential or proprietary.
- b. **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.
- c. **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. In addition, the Design Partner Program will utilize a private email address and virtual document room system so that confidential information is not sent to Participant's email addresses, but rather a notice that information is available is sent. Participant shall not copy such information to its own systems.
- d. **Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party that does not qualify as a Trade Secret, to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
- e. **Compelled Disclosure and Trade Secrets.** Confidential Information related to software under development qualifies as a Trade Secret under most state laws and is exempt from disclosure under public records laws. If Participant is subject to public records laws, it confirms that it will not disclose Confidential Information that Workday has identified as a Trade Secret unless there is a court order requiring it to do so. If there has been a public records request, Workday will identify information it considers a Trade Secret and will provide a brief explanation as to why it believes such information is a Trade Secret. Prior to a Workday press release announcing Student System, Participant shall treat this Agreement as confidential; a redacted copy of this Agreement which removes all language discussing Workday's development methodology is being provided to all Participants subject to public records laws.
- f. **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.
- g. **Non-disparagement:** Neither party shall make any statement to third parties which is defamatory or derogatory of the other's participation in the Design Partner Program or the Student System.
- h. **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.



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7. **Ownership.** Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into Student System or any other Workday service any suggestions, enhancement requests, recommendations or other feedback provided by Participant or its employees.
8. **Final Decision as to Student System Functionality.** While Workday values the Design Partner Program process, Workday retains the sole authority to determine what features and functionality will be in Student System.
9. **Publicity.** Workday shall control the publicity related to the Design Partner Program. Participant shall not make any press release or other public statement regarding its participation in the Design Partner Program without the prior written consent of Workday. Workday may, without Participant's prior written consent,, identify Participant as contributing to the Design Partner Program through a press release, orally, on its web site, or otherwise . Participant agrees to take part in a white paper or other marketing collateral, subject to Participant's review of the final draft and confirmation that there are no misleading or untrue statements.
10. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO BREACHES OF THE CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED TWENTY FIVE THOUSAND DOLLARS (\$25,000). EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS, 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 DESIGN PARTNER PROGRAM 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.
11. **Term & Termination.** The term of this Agreement commences on the Effective Date and continues until the earlier of Workday's declaration that the Design Partner Program has ended or termination of this Agreement upon (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. Termination of this Agreement does not impact the Confidentiality, Ownership, Publicity, or Limitation of Liability provisions of this Agreement.
12. **General Provisions.**
 - a. **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; (iii) the second business day after sending by facsimile with telephonic confirmation of receipt, or (iv) the second business day after sending by electronic mail with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be addressed to Customer's signatory of this Agreement and to the Vice President for Information Technology. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.
 - b. **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.
 - c. **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 provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in



DESIGN PARTNER PROGRAM AGREEMENT

full, except that Customer shall have no 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 in breach of 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.

- d. **Governing Law; Waiver of Jury Trial.** This Agreement shall be governed exclusively by the internal laws of the State of Florida, without regard to its conflicts of laws rules. 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.
- e. **Miscellaneous.** This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes 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. This Agreement may be executed electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.

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

**District Board of Trustees of Tallahassee
Community College**

WORKDAY, INC.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



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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 subsidiaries 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

- 1.1 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.

“**Contingent Worker**” shall, for the purposes of this Exhibit only, mean: (i) an individual 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, without coming under the direct authority of the Data Controller.

“**Data Protection Directive**” means Directive 95/46/EC.

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



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“EEA” shall mean the European Economic Area.

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

“Personal Data” shall mean any piece of information that is related to an identified or identifiable individual that has been provided by Customer or its Affiliates as Customer Data 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, organisation, 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 qualifies as Data Processor with regard to the Processing of Personal Data in the context of the Service provided by Workday to Customer and its Affiliates.

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, at its election and as necessary under applicable law implementing Article 12(b) of the Data Protection Directive, either (1) provide Customer with the ability to correct, delete or block Personal Data; or (2) make such corrections, deletions, or blockages on Customer’s behalf.

4. Mutual obligations

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

5. Data location and transfers outside the EEA

5.1 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 warrants that it will maintain a current Safe Harbor certification with the U.S. Department of Commerce.



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5.2 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.

5.3 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. 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 and only to the EEA and 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, 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.

6. Security

6.1 Workday shall take and implement adequate technical and organisational measures, as set forth in the attached Appendix, to protect the Personal Data against unauthorized or unlawful Processing of Personal Data and against the accidental loss, destruction, or damage to any Personal Data.

6.2 Workday shall promptly notify Customer of any unauthorized disclosure of Personal Data as required by applicable law and in accordance with the relevant contractual provisions of the MSA.

7. Access requests

7.1 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.

7.2 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 law or upon request of law enforcement where such notification would impede an ongoing investigation.

8. Workday personnel

Without limiting the scope of Section 6.1, Workday shall take reasonable steps to ensure the reliability of all its personnel who may have access to the Personal Data.

9. 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. Workday shall identify any Subcontractor which Processes 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.

10. Audit

Customer agrees that 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, such information shall be made available in accordance with Workday's Customer Audit Program.



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11. 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.

12. 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. This Exhibit does not apply to the Processing of Personal Data transmitted to and from such other Additional Products. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator.

13. Miscellaneous

13.1. 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.

13.2. 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.

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

13.4 Customer's remedies 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.



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Appendix

Description of the technical and organizational security measures implemented by Workday:

- A. Workday has implemented and maintains a security program in accordance with industry standards which is described in its most recently completed SOC1 or comparable industry-standard successor report.
- B. More specifically, Workday's security program shall include:

Access Control of Processing Areas

Suitable measures in order to prevent unauthorized persons from gaining access to the data Processing equipment (namely database and application servers and related hardware) where the Personal Data are Processed. This is accomplished by:

- establishing security areas;
- protection and restriction of access paths;
- securing the data processing equipment and personal computers;
- establishing access authorizations for employees and third parties, including the respective documentation;
- regulations on card-keys;
- restriction on card-keys;
- requiring that access to the data center where Personal Data are hosted is logged, monitored, and tracked; and
- the data center where Personal Data are hosted is secured by a security alarm system, and other appropriate security measures.

Access Control to Data Processing Systems

Suitable measures to prevent their data processing systems from being used by unauthorized persons. This is accomplished by:

- identification of the terminal and/or the terminal user to the systems;
- automatic time-out of user terminal if left idle, identification and password required to reopen;
- automatic turn-off of the user ID when several erroneous passwords are entered, log file of events, (monitoring of break-in-attempts);
- issuing and safeguarding of identification codes;
- dedication of individual terminals and/or terminal users, identification characteristics exclusive to specific functions; and
- access to data content is logged, monitored, and tracked.

Access Control to Use Specific Areas of Data Processing Systems

Restrictions that the persons entitled to use Workday's data processing system are only able to access the data within the scope and to the extent covered by their respective access permission (authorization) and that Personal Data cannot be read, copied or modified or removed without authorization. This shall be accomplished by:

- employee policies and training in respect of each employee's access rights to the Personal Data;
- allocation of individual terminals and /or terminal user, and identification characteristics exclusive to specific functions;

- release of data to only authorized persons;
- control of files, controlled and documented destruction of data; and
- policies controlling the retention of back-up copies.



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Availability Control

Suitable measures to ensure that Personal Data are protected from accidental destruction or loss. This is accomplished by:

- infrastructure redundancy; and
- backups of production data stored at an alternative site and available for restore in case of failure of the primary system.

Transmission Control

Suitable measures to prevent the Personal Data from being read, copied, altered or deleted by unauthorized parties during the transmission thereof or during the transport of the data media. This is accomplished by:

- use of adequate firewall and encryption technologies to protect the public gateways through which the data travels;
- certain highly confidential employee data (e.g., personally identifiable information such as National ID numbers, credit or debit card numbers) is also encrypted when stored; and
- monitoring of the completeness of the transfer of data.

Input Control

Suitable measures to ensure that it is possible to check and establish whether and by whom Personal Data have been input into data processing systems or removed. This is accomplished by:

- an authorization policy for the input of data, as well as for the alteration and deletion of stored data;
- authentication of the authorized personnel;
- utilization of user codes (passwords);
- providing that entries to data processing facilities (the data centers housing the computer hardware and related equipment) are capable of being locked;
- automatic log-off of user ID's that have not been used for a substantial period of time; and
- proof established within Workday's organization of the input authorization.

Separation of Processing for different Purposes

Suitable measures to ensure that data collected for different purposes can be Processed separately. This is accomplished by:

- access to data is separated through application security for the appropriate users.

Job Control

- Suitable measures to ensure that Personal Data is Processed strictly in accordance with the instructions of Customer. This is accomplished by granting information to Customer in the form of Workday's then-current SOC1 audit report (or comparable industry-standard successor report) and/or Workday's ISO 27001.



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:



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.

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 due to an unplanned outage in the month
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Workday’s current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00 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 Update Process and Notifications:

Periodically, Workday introduces new features and functionality in a new version of the Workday Service with enhanced functionality across all, or substantially all, Workday modules (“**Update**”). Prior to an Update, Production customers will be provided with an Update sandbox for testing. Updates will take approximately twenty-four (24) hours to complete which 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 each Update can be found on the Workday Community (<https://community.workday.com>). Updates will be performed during a weekend following any Planned Maintenance. Customers shall provide a named Update Contact, with access to Workday Community, to schedule and manage Customer through its Update process. Workday provides information for managing the Update process on the Workday Community.

Workday currently Updates the Service three (3) times per year but the number of Updates may be increased or decreased by Workday. Workday shall provide notification of and information about Updates beginning at least ninety (90) days prior to providing new Updates in Customer’s Update sandbox environment. Such notification shall be made via Workday Community.

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.

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 payroll or tax processing and/or financials quarter-end or year-end close processing.
- **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.
- **Escalation:** Customer may request that Workday escalate the problem to the appropriate Workday organization.

Workday Production Support and Service Level Availability Policy (SLA)

- 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.

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MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, effective as of August 19, 2013 ("**Effective Date**"), is by and between **Workday, Inc.** ("**Workday**") a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, CA 94588 and District Board of Trustees of **Tallahassee Community College** ("**Customer**"), a Florida corporation with offices at 444 Appleyard Dr., Tallahassee, FL 32304. Whereas, Workday provides a subscription Service, Customer desires to subscribe to the Service, and this business relationship and the allocation of responsibilities regarding such Service are set forth in this Agreement. Therefore, the parties agree as follows:

1. Customer's Use of the Service.

1.1 Provision of the Service. Workday shall: (i) make the Service available in accordance with the Documentation and the SLA to Customer during the Term pursuant to this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties. 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. 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, 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) 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. Customer shall be liable for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

1.3 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.

2. Fees.

2.1 Invoices & Payment. Fees for the Service will be invoiced in accordance with the relevant Order Form. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "Proper" invoice is defined as an invoice that conforms to all statutory requirements. The time at which payment shall be due from Customer shall be thirty (30) days from receipt of a Proper invoice, based on compliance with the statutory requirements set forth in Section 218.70 et al., Florida Statutes (or successor statutes). Except as otherwise stated in an Order Form, all fees are quoted and payable in United States dollars and are based on Service rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon Workday's request, Customer will make payments via wire transfer.

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", and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable. The license rights for the number of Employees set forth on any respective Order Form cannot be decreased during the Term.



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2.3 Overdue Payments. Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate set forth in Florida Statutes, Section 218,74 (or successor statute).

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 Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full.

2.5 Taxes. Customer is a tax exempt entity and shall not be subject to any taxes imposed by Workday. Customer will provide Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

2.6 Employee Count Verification. Workday may periodically confirm the number of Employee records on its hosted servers and if the number of Employee records exceeds the number of permitted Employees or other metric designated on the relevant Order Form, the provisions in the Order Form for subscription fees for additional Employees will apply. In addition, unless the relevant Order Form states a different schedule, upon Workday's request but not more frequently than annually, Customer will report to Workday the total number of Employees.

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 License Grant. 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.

3.3 License Restrictions. Customer shall not (i) modify, copy 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 except that Customer may utilize screen shots and portions of the Documentation to support its internal training in the use of the Service. Documentation does not include training materials provided by Workday pursuant to an Order Form for training.

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.

3.6 Aggregated Data Use. Workday owns the aggregated, anonymized 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 the identity, whether directly or indirectly, of Customer, any individual or any specific data entered by Customer or any individual into the Service. In no event does the Aggregated Data include any Customer Data or personally identifiable information.



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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. To the extent that Confidential Information needs to be disclosed to third parties pursuant to Section 4.1, it shall be disclosed only to individuals or entities under a binding obligation to maintain the confidentiality of the Confidential Information, except where disclosure is made pursuant to Section 4.3.

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 the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

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 the receiving party can demonstrate: (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". Workday shall conduct such audits no less than once per year and shall provide Customer with copies of the Current Audit Reports upon request. 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 and, if any Current Audit Report identifies deficiencies in Workday's controls or the protections provided by such controls, Workday will upon Customer's request advise Customer as to its plan to remediate such deficiencies. 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 recognizes that Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and that Workday may have access to student information during the performance of the Service. Workday agrees that it is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Customer Data that is protected by FERPA and, therefore, Workday agrees that with respect to all Customer Data that is protected by FERPA, to the extent that Workday accesses unencrypted Customer Data that is subject to FERPA, Workday will comply with all obligations of a School Official with respect to such access. 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 Backup and Data Recovery. Workday shall make periodic backups of Customer Data and restore Customer Data lost due to Workday error or disaster in accordance with Workday's documented backup and recovery process and as documented in



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its then current SOC1 audit report (or industry-standard successor report.) In the event that Customer deletes Customer Data and requires Workday's assistance to restore it, Workday will provide reasonable assistance at its then-current rates for such services. Throughout the Term, Customer shall have the right to access and extract Customer Data through the Service using the methods described in the Documentation.

5.3 Unauthorized Disclosure. If either party believes that there has been a disclosure of Customer Data to anyone other than an Authorized Party or Workday, such party must promptly notify the other party. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it. Workday will respond to a security incident in accordance with its then-current incident response plan and all applicable law.

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; and (ii) the functionality of the Service will not be materially decreased during the Term.

6.2 Warranty Remedies. As Customer's exclusive remedy and Workday's sole liability for breach of the warranty set forth in Section 6.1 (i) and (ii), (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. To receive 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.

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 alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; 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 in the event of: (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; 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.

7.2 Responsibility of Customer. Customer is responsible for the content of its Customer data. Customer shall not upload Customer Data that infringes the rights of, or causes harm to, a third party or violates any Law.



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8. Limitation of Liability.

8.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, AND/OR CUSTOMER'S PAYMENT OBLIGATIONS, 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. EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS, 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 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.

9. Term & Termination.

9.1 Term of Agreement. The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties.

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 affected Service that were to be provided after the effective date of termination.

9.3 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 section entitled "Retrieval of Customer Data") 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. Upon termination for cause by Workday, all future amounts due under all Order Forms shall be accelerated and become due and payable immediately.

9.4 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 and at no additional cost to Customer 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 (unless Customer has made arrangements with Workday to retain such Customer Data for a longer period of time for a fee) and shall thereafter, unless legally prohibited, delete all Customer Data in accordance with its then-current protocols for secure deletion of such Customer Data. Customer Data stored in backups will be deleted in accordance with Workday's then-current schedule for deletion/overwriting of such backups, not to exceed one (1) year. Additionally, during the Term of the Agreement, Customers can extract data using Workday's standard web services. If Customer requires Workday's assistance, Customer may acquire Workday professional services at Workday's then-current billing rates pursuant to a separately executed Statement of Work and Professional Services Agreement. Customer will determine the scope of the professional services engaged to extract data from the Workday system and as such may increase or decrease Workday's professional services involvement in order to control costs.

9.5 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)



MASTER SUBSCRIPTION AGREEMENT

Section 3.2 “License Grant”; 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.

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; (iii) the second business day after sending by facsimile with telephonic confirmation of receipt, or (iv) the second business day after sending by electronic mail with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be addressed to Customer’s signatory of this Agreement and to the Vice President for Information Technology. 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), 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. Notwithstanding the foregoing, if the force majeure condition continues for a period of thirty (30) days or more, the party not experiencing the force majeure condition may terminate this Agreement upon written notice to the other to be provided no later than fifteen (15) days after the thirtieth day of the Force Majeure situation.

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 provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full, except that Customer shall have no 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 in breach of 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; Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of Florida, without regard to its conflicts of laws rules. 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 Fiscal Funding Termination. Customer will seek to obtain funding for each fiscal year of an Order Form. When State or Federal 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. 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



MASTER SUBSCRIPTION AGREEMENT

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 issued a purchase order and received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year's subscription fee.

10.9 Miscellaneous. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes 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. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name 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 Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format. 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.

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 subject to the warranty obligation in 6.1(ii), 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, and includes any data or information generated by the Service that is based upon or derived from such originally submitted data and information.



MASTER SUBSCRIPTION AGREEMENT

“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 subject to the warranty obligation in 6.1(ii).

“Employee” or **“Worker”** means employees, 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, consultants, contingent workers, independent contractors and retirees in the form of static, historical records updated only to correct errors or modify address or other contact or demographic information 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.

“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.

“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 subject to the warranty obligation in 6.1(ii).

“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).



MASTER SUBSCRIPTION AGREEMENT

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

**District Board of Trustees of Tallahassee
Community College**

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



MASTER SUBSCRIPTION 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 Service Availability or Service Response Minimum: the parties shall meet to discuss possible corrective actions;
- b. Second month in any rolling six (6) month period: 10% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- c. Third month in any rolling six (6) month period: 20% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- d. Fourth month in any rolling six (6) month period: 30% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- e. Fifth month in any rolling six (6) month period: 40% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- f. Sixth month in any rolling six (6) month period: 50% of Subscription Fee paid to Workday for the applicable month for the affected Service or within thirty (30) days of such failure either party 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 written notice of such termination is received.

If more than one of the above (a through f) is triggered, Customer will be eligible for the greater amount. 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.



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**ORDER FORM #1
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

Customer Name	District Board of Trustees of Tallahassee Community College
MSA Effective Date	August 19, 2013
Order Effective Date	The later of the dates beneath the parties’ signatures below
Order Term	August 19, 2013 through August 18, 2018
Order Term in Months	60
Currency	USD
Total Subscription Fee	2,050,000

Payment #	Payment Due Date	Payment Amount
1	30 days after the Order Effective Date	410,000
2	First anniversary of the Order Term Start Date	410,000
3	Second anniversary of the Order Term Start Date	410,000
4	Third anniversary of the Order Term Start Date	410,000
5	Fourth anniversary of the Order Term Start Date	410,000
	Total Subscription Fees	2,050,000

SKU	Service	Permitted FSE Workers
HCM	Human Capital Management	1,106
CCHCM	Cloud Connect for HCM	
CCB	Cloud Connect for Benefits	
USP	Payroll for United States	
CCWP	Cloud Connect for Workday Payroll	
EXP	Expenses	
PRO	Procurement	
CCEP	Cloud Connect for Expenses and Procurement	
FIN	Core Financials	
CCF	Cloud Connect for Financials	
GM	Grants Management	
BDA	Big Data Analytics	
TT	Time Tracking	

BDA Usage Tier	SKU: 2TB/30K	Maximum Data Volume in Terabytes: 2 Maximum Compute Hours per Year: 30,000
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Annual Subscription Fees for Additional FSE Workers	
HCM, CCHCM, CCB, USP, CCWP, EXP, PRO, CCEP, FIN, CCF, GM, BDA, and TT (Combined)	323.53

Translations	Number of Languages
Number of Translations	None

Number of Named Support Contacts	5
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Customer Contact Information	Billing	Customer Support
Contact Name	Bret Ingerman	Mike Robeck



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Street Address	444 APPELYARD DR	444 APPELYARD DR
City/Town, State/Region/County, Zip/Post Code, Country	TALLAHASSEE FL 32304 United States	TALLAHASSEE FL 32304 United States
Phone/Fax #	(850) 201-6082	(850) 201-8546
Email (required)	ingermab@tcc.fl.edu	robeckm@tcc.fl.edu

The BDA Service is not generally available and is not required for use of the other Service applications licensed hereunder. The BDA Service, if and when available, is provided in English only and no language translations are available. The BDA Service is also subject to the terms in Addendum B attached hereto. Customer’s license to use the BDA Service begins on the BDA General Availability Date, which will be communicated via the Workday Community.

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.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the later of the dates beneath the parties’ signatures below (the “**Order Effective Date**”).

**District Board of Trustees of Tallahassee Workday, Inc.
Community College**

<hr/>	
Signature	Signature
<hr/>	
Name	Name
<hr/>	
Title	Title
<hr/>	
Date Signed	Date Signed

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. 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. CP is limited to use in Canada. 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 whose records are maintained in the Service:

“**Full-Time Employee**” means a full-time employee (faculty and other staff) as reported by Customer to the Integrated Postsecondary Education Data System annually in the fall.

“**Part-Time Employee**” means a part-time employee (faculty and other staff) as reported by Customer to the Integrated Postsecondary Education Data System annually in the fall.

“**Associate**” means an individual not counted as a Full-Time Employee or Part-Time Employee but in one of the following categories: temporary employees, student workers, visiting academics, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.

“**Former Worker With Access**” is a former worker (Employee or Associate) 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. **Big Data Analytics Service.** The number of permitted FSE Workers for the BDA Service must be the same as for HCM. In addition, the BDA Service use is limited to the Usage Tier subscribed to in this Order Form and the corresponding Annual Usage Tier Fee is included in the Total Subscription Fee stated in this Order Form. During the Order Term, Customer may not move to a lower Usage Tier. Usage (data and compute hours) related to all Customer environments (production and non-production) will be measured in the aggregate. Increases in the FSE Worker count will not automatically increase the applicable Usage Tier. If Customer desires to move to a higher Usage Tier, Customer may make such request by opening a Workday support case. The difference between the Annual Usage Tier Fee for the Usage Tier originally subscribed to and the Annual Usage Tier Fee for the new Usage Tier will be prorated and due for the remainder of the Order Term. An Order Form will be required for BDA Usage Tier increases. Should Customer choose to remain in the current Usage Tier and Customer exceeds the contracted Usage Tier, an additional fee of \$11,000 (annual rate) per additional terabyte and 15,000 additional compute hours will be invoiced (prorated for the remainder of the then-current annual period of the Order Term. Such fees billed are non-refundable and non-cancellable. Notwithstanding anything to the contrary in this Order Form, the Usage Tier fees for any renewal term will be at Workday’s then-current standard rates. As of the Order Effective Date, the Usage Tiers and applicable fees are as follows:

BDA Usage Tiers			
Usage Tier SKU	Data Storage (Maximum Data Volume in Terabytes)	Compute (Maximum Compute Hours per Year)	Annual Usage Tier Fee
2TB/30K	2	30,000	\$20,000
5TB/65K	5	65,000	\$45,000
20TB/200K	20	200,000	\$150,000
50TB/500K	50	500,000	\$350,000

4. **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 six-year renewal term beginning at the end of the Order Term (“Renewal Year”) at the stated rate(s):

Annual period beginning at the end of the Order Term	Applicable Annual Renewal Subscription Fees
Renewal Year 1	Base Subscription Fee x (1 + 4% + CPI)
Renewal Year 2	Renewal Year 1 Subscription Fee x (1 + 4% + CPI)
Renewal Year 3	Renewal Year 2 Subscription Fee x (1 + 4% + CPI)

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated includes (a) the total Subscription Fee for the Order Term divided by the number of full months in the Order Term multiplied by 12, plus (b) any fees for Additional FSE Workers attributable to the Year prior to renewal. The Base Subscription Fee covers only the number of FSE Workers in the Year prior to renewal. The Annual Renewal Subscription Fees (which cover only the number of FSE Workers in the Year prior to renewal), along with any applicable Subscription Fees for Additional FSE Workers for the Renewal Year



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are due by the first day of the corresponding Renewal Year. During 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 Year. 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.

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

6. **6. Option to Acquire Workday Recruiting Application.** Customer understands that the Workday Recruiting application is not generally available as of the Effective Date of this Order Form and this section will only apply if and when such application becomes generally available. At any time prior to January 15, 2015, Customer may acquire a subscription for **Recruiting (RCRT)** at the annual subscription fee rate of forty seven percent (47%) below Workday’s then-current list price. Customer agrees that the number of Permitted FSE Workers for the Recruiting application will always be equal to the then-current number of Permitted FSE Workers for HCM. The annual Subscription Fee will be pro-rated for any partial Year and the term of such subscription will align with the Term of this Order Form. If Customer elects to exercise its option under this section, Customer will provide Workday with written notice and a separate Order Form will be used to formally document the subscription.

ADDENDUM B

WORKDAY BIG DATA ANALYTICS (“BDA”) ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything to the contrary in the MSA (including any statement that the MSA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum B will apply to Customer’s use of the BDA Service and relating thereto will amend the terms of the MSA to the extent they conflict with or are not covered by the MSA.

1. **Definitions.** In relation to the BDA Service, the following terms have the meaning set forth below:

“**BDA Service**” means the Workday Big Data Analytics software-as-a-service offering, which includes access to the BDA Infrastructure.

“**BDA Explorer**” means the data exploration and analysis engine that uses data in the BDA Repository.

“**BDA Infrastructure**” means the BDA Repository, the BDA Explorer and the BDA Templates.

“**BDA Templates**” means the connectors, integrations or analytic templates provided by Workday for use with the BDA Repository and the BDA Explorer.

“**BDA Repository**” means the repository where Customer will store data it exports from the Workday Service and other sources for use with the BDA Explorer.

“**Repository Content**” means any data in the BDA Repository as imported by Customer from any source, including but not limited to data imported directly from the Workday Service.

2. **Permitted Uses of the BDA Service.** Beginning on the date the BDA Service is made generally available for Production use, which will be communicated via the Workday Community, Workday grants Customer a license to use the BDA Service pursuant to the terms of this Order Form and solely to store and analyze data for the internal business purposes of Customer and its Affiliates whose Employees all have records in the HCM service and are included in the number of Permitted FSE Workers in a current Order Form. . Customer may bring any data into the BDA Repository but only to the extent that Customer has



all necessary rights and licenses to do so. Workday is not responsible for obtaining rights for Customer or any other party to use any specific data, even where Workday has provided BDA Templates to facilitate use of third party data. The BDA Templates are subject to change or removal at Workday's sole discretion. Customer is solely responsible for complying with the data owner's applicable terms of use and all laws applicable to use of such data. . Customer's use of the BDA Infrastructure will be managed through issuance of license keys and other mechanisms that may prevent Customer from exceeding the subscribed to Usage Tier. The data storage and compute measuring tools will be deemed accurate and reliable as they are provided by Amazon Web Service, Inc. ("AWS") in the normal course of AWS's business and are not subject to audit or review by Workday or Customer. Workday is not required to escrow third party source code that is used in the BDA Infrastructure.

3. **Terms of Use and Suspension.** Customer will comply with and cause its Affiliates and Authorized Parties to comply with the AWS Acceptable Use Policy which can be found at <http://aws.amazon.com/aup/> (the "AWS AUP"), which is subject to change at the discretion of AWS. Customer understands and agrees that access to the BDA Infrastructure may be suspended at AWS' discretion if AWS believes there has been a violation of its AWS AUP. Customer agrees that any such suspension will not trigger any Service Credits due to Customer and will not be deemed at breach of this Agreement by Workday. Customer agrees to cooperate with Workday and AWS in the investigation of any actual or alleged violation of the AWS AUP.

4. **BDA Infrastructure Privacy and Security.** Notwithstanding anything to the contrary herein, Customer understands and agrees that Customer is solely responsible for the transfer of personal data to the BDA Repository. Workday is authorized to use AWS as a subprocessor for the BDA Service and the AWS operations and facilities are not covered under any of Workday's existing audit reports or the Workday Customer Audit Program. Customer is responsible for informing any Customer Affiliates of this subprocessor and for getting any necessary consents. If Customer has signed an NDA with AWS and AWS has provided consent to Workday to disclose AWS audit reports to Customer, a copy of the applicable AWS audit report will be provided to Customer upon request. During the Order Term, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Repository Content; (ii) protect against threats or hazards to the security or integrity of Repository Content; and (iii) prevent unauthorized access to Repository Content. Workday agrees to abide by, and require its subprocessors to abide by, the Workday BDA Infrastructure Security Exhibit. For the avoidance of doubt, no Repository Content will be considered Customer Data (as that term is defined in the Agreement). As relates to any and all Repository Content, this Addendum controls over any additional or conflicting terms in the Agreement or any executed data processing or transfer agreement or EU model clauses between the parties or between Workday and Customer's Affiliates. Neither Workday nor its subprocessors will be required to execute additional data processing or transfer agreements or the EU model clauses for the BDA Service.

5. **Unauthorized Disclosure of Repository Content.** If either party believes that there has been a disclosure of Repository Content to anyone other than an Authorized Party or Workday, such party must promptly notify the other party. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

6. **Disaster Recovery.** Workday will have a standard disaster recovery plan to support the following for the production BDA Service: import and export job definitions, workbook calculations and definitions, and infographics. Customer understands and agrees that Workday's disaster recovery plan and business continuity plan do not support or apply to the BDA Infrastructure. Due to the fact that Repository Content can, in most cases, be re-imported by Customer at Customer's discretion, there will be no redundant,



mirror, or sandbox environment containing any such data. Therefore, if for any reason whatsoever any of Customer's Repository Content is unavailable for use, Customer may have to re-import to the BDA Repository at its own expense. However, Workday will back-up the production Repository Content on a weekly basis and, in case of a disaster, Workday will make such data available to Customer within two (2) business day.

7. **BDA SERVICE WARRANTY DISCLAIMER.** WORKDAY DOES NOT WARRANT THAT ANY SPECIFIC COMPONENTS OF THE BDA INFRASTRUCTURE OR REPOSITORY CONTENT WILL ALWAYS BE AVAILABLE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE BDA SERVICE IS PROVIDED "AS IS" AND WORKDAY, ITS AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE BDA SERVICE OR ANY REPOSITORY CONTENT, INCLUDING ANY WARRANTY THAT THE BDA SERVICE OR ACCESS TO REPOSITORY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT REPOSITORY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WORKDAY, ITS AFFILIATES AND ITS LICENSEORS DISCLAIM ALL WARRANTIES RELATING TO THE BDA SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

8. **Changes to Hosted Infrastructure for BDA.** Customer understands that Workday may change its hosted infrastructure vendor for the BDA Infrastructure or move all or additional portions of the BDA Service into a Workday hosted co-location data center.

9. **BDA Service SLA Exclusions.** The Service Availability and Service Response minimum commitments in the Workday SLA do not apply to any unavailability, suspension or termination of the BDA Service, or any other performance issues (i) that result from a suspension by AWS; (ii) caused by factors outside of Workday's reasonable control (or the reasonable control of AWS), including any industrial disturbances, electrical or power outage, utilities or telecommunications failures, or blockages; (iii) that result from any actions or inactions of Customer or any third party; (iv) that result from equipment, software or other technology not within Workday's direct control; (v) that result from failures of individual instances of AWS not attributable to AWS region unavailability; or (vi) arising from AWS suspension or termination of Workday's right to use AWS. Any right for Customer to terminate the Agreement for an extended force majeure event will not apply to the BDA Service but instead if the force majeure event giving rise to the termination right resulted in BDA Service unavailability (but other applications of the Workday Service were available during such extended force majeure event), Customer may terminate its subscription to the BDA Service only.

10. **Service Credits for the BDA Service.** In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA for the BDA Generally Available Service (subject to the exclusions set forth above), as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following matrix:

- 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 BDA Service
- c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the BDA Service
- d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the BDA Service



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- e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the BDA Service
- f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the BDA Service
- g. More than six consecutive months: Within thirty (30) days of such failure either party shall have the option to terminate the subscription for the BDA Service only and upon such termination Customer shall receive a refund of all prepaid subscription fees for the BDA Service that are unearned as of the date written notice of such termination is received.
- h. 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.

IN WITNESS WHEREOF, this Addendum to Order Form is entered into and becomes a binding part of the above-referenced MSA as of the later of the dates beneath the parties' signatures below.

District Board of Trustees of Tallahassee Community College Workday, Inc.

Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed



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ORDER FORM #3
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)
(for Student System Design Partners)

Customer Name	District Board of Trustees of Tallahassee Community College
MSA Effective Date	August 19, 2013
Order Effective Date	The later of the dates beneath the parties’ signatures below
Order Term	August 19, 2013 through August 18, 2018
Order Term in Months	60
Currency	USD
Total Subscription Fee	1,429,500

Payment #	Payment Due Date	Payment Amount
1	Waived	Waived
2	August 19, 2014	137,500
3	August 19, 2015	275,000
4	August 19, 2016	467,000
5	August 19, 2017	550,000
	Total Subscription Fees	1,429,500

SKU	Service	Permitted FTE Students
WSS	Workday Student System includes the following components, <i>if and when available</i> : Student Recruiting Admissions Student Records Academic Advising Financial Aid Student Accounts Student Portfolio Faculty Portfolio Student Retention Institutional Effectiveness Academic Foundation	12,350

Annual Subscription Fees per Additional FTE Student	Fees
WSS	60.13

Translations	Number of Languages
Number of Translations	US English Only

Customer Contact Information	Billing
Contact Name	Bret Ingerman
Street Address	444 Appleyard Dr
City/Town, State/Region/County,	Tallahassee, FL 32304
Zip/Post Code, Country	United States
Phone/Fax #	(850) 201-6082
Email (required)	ingermab@tcc.fl.edu

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. The Student System Service is



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not generally available and is not required for use of the other Service applications licensed by Customer. The Student System Service, if and when available, is provided in English only and no language translations are available. Customer’s license to use the Student System Service begins when the first component is made available for Production use by Workday (“First General Availability”). Customer may use the Student System Service for Production purposes only to the extent the components are made available for Production use by Workday. The date of each component’s availability for Production use will be communicated via the Workday Design Partner Program for Workday Student System.

Customer is also entering into a separate agreement to participate in Workday’s Design Partner Program for Student System. Any use of Student System prior to First General Availability or for non-Production use will be in accordance with that separate agreement.

Official names for Student System and its components may change. Customer is entitled to the functionality indicated by such components listed in this Order Form, regardless of naming changes. Workday may introduce additional components to Student System for additional fees; the subscription to Student System does not include those additional, separately priced components.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the later of the dates beneath the parties’ signatures below (the “**Order Effective Date**”).

**District Board of Trustees of Tallahassee Workday, Inc.
Community College**

<hr/>	
Signature	Signature
<hr/>	
Name	Name
<hr/>	
Title	Title
<hr/>	
Date Signed	Date Signed

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 FTE Students shown. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of FTE Students. 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. In all places in the Agreement where the term “Employees” is used, it is agreed that it will now be deemed to be “Employees and Students”. The term “**Students**” means enrolled students of Customer and applicants, as well as parents of Students and former Students.

2. **FTE Students and Growth.** The maximum number of Full-Time Equivalent Students (“FTE Students”) 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. FTE Students is the total count of full time equivalent students enrolled across all Customer campuses and online courses, which shall be calculated in accordance with the formula used to determine the number of full time equivalent students reported to the United States Department of Education, known as the IPEDS number reported to the United States Department of Education each October. In the event that Customer is utilizing the Service for students whose enrollment is not included in the IPEDS number (“non-IPEDS students”), FTE Students shall consist of the IPEDS number plus the FTE student count for non-IPEDS students, calculated by dividing the total number of course hours enrolled after the add/drop period for its fall semester for such non-IPEDS students by fifteen (15) to determine full time equivalent students. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. In the event that the IPEDS report is discontinued, FTE Students shall be calculated utilizing the method described above for non-IPEDS students.

Customer may increase the permitted number of FTE Students during the Order Term (each an “Additional FTE Student”) by providing written notice to Workday and paying Workday a Subscription Fee for Additional FTE Students 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 FTE Students (calculated as described above) as of October 15th. If the actual number of FTE Students is higher than the number of permitted FTE Students stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FTE Students 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 FTE Students is calculated by multiplying the increase in the number of FTE Students 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 FTE Students falls below the stated number of permitted FTE Students. Subscription Fees for Additional FTE Students are due within thirty (30) days of the invoice date. An Order Form will be required for FTE Student increases.

3. **Renewal.** 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.



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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 Year”) at the stated rate(s):

Annual period beginning at the end of the Order Term	Applicable Annual Renewal Subscription Fees
Renewal Year 1	Base Subscription Fee + (1 + 4% + CPI)
Renewal Year 2	Renewal Year 1 Subscription Fee + (1 + 4% + CPI)
Renewal Year 3	Renewal Year 2 Subscription Fee + (1 + 4% + CPI)

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated includes (a) the total Subscription Fee for the Order Term divided by the number of full months in the Order Term multiplied by 12, plus (b) any fees for Additional FTE Students attributable to the Year prior to renewal. The Base Subscription Fee covers only the number of FTE Students in the Year prior to renewal. The Annual Renewal Subscription Fees (which cover only the number of FTE Students in the Year prior to renewal), along with any applicable Subscription Fees for Additional FTE Students for the Renewal Year are due by the first day of the corresponding Renewal Year. During each Renewal Year, the Subscription Fees per Additional FTE Students rate will be increased by the same percentage rate that the annual Subscription Fee increased for the corresponding Year. Renewals will be documented with a new Order Form.

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



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**ORDER FORM #2
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

Customer Name	District Board of Trustees of Tallahassee Community College
MSA Effective Date	August 19, 2013
Order Effective Date	The later of the dates beneath the parties’ signatures below
Currency	USD
Total Training Fees	138,343

Payment #	Payment Due Date	Payment Amount
1	30 days after the Order Effective Date	85,981
2	First anniversary of the Order Term Start Date	26,181
3	Second anniversary of the Order Term Start Date	26,181
	Total Due	138,343

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	520	115	59,800

SKU	Training Offering	Annual Rate	Quantity (# of Blocks)	ODE Fees for Order Term
ODEFIN	On-Demand Education – Financials Library Block	5,000	1	15,000
ODEHCM	On-Demand Education – HCM Library Block	5,000	1	15,000
ODEPAY	On-Demand Education – Payroll Library Block	5,000	1	15,000
ODETECH	On-Demand Education - Cross-Application Technology Library Block	5,000	1	15,000
	Total ODE Fees for Order Term			60,000

ODE Order Term: August 19, 2013 through August 18, 2016

SKU	Training Offering	Total Number of Workers	WAT Fees for Order Term
WAT	Workday Adoption Tool-Kit	2,362	18,543

WAT Order Term: August 19, 2013 through August 18, 2016

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

Customer Contact Information	Billing	ODE Named User	WAT Named User
Contact Name	Bret Ingerman	Mike Robeck	Mike Robeck



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Street Address City/Town, State/Region/County, Zip/Post Code, Country	444 APPELYARD DR TALLAHASSEE FL 32304 United States	444 APPELYARD DR TALLAHASSEE FL 32304 United States	444 APPELYARD DRTALLAHASSEE FL 32304 United States
Phone/Fax #	(850) 201-6082	(850) 201-8546	(850) 201-8546
Email (required)	ingermab@tcc.fl.edu	robeckm@tcc.fl.edu	robeckm@tcc.fl.edu

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.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the “**Order Effective Date**”, defined above.

**District Board of Trustees of Tallahassee Workday, Inc.
Community College**

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



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. **Classroom and Virtual 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 to a Workday classroom training course at a designated Workday facility for one attendee, (ii) one day of training for one person to attend a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance to a Workday virtual instructor-led training course for one attendee. 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 cancellation of class enrollment must be received by trainadmin@workday.com or entered into the Learning Management System at least ten(10) full calendar days prior to the scheduled start date of the class. Cancellations received less than ten(10) calendar days prior to the scheduled start date 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 prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits and a la carte training purchases 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 hereunder and will remain in effect for at least one (1) year following the Order Effective Date:

Number of Pre-paid Training Credits Acquired	Applicable Rate Per Training Credit
0 – 25	USD \$600
26 – 50	USD \$580
51 – 75	USD \$560
76 – 100	USD \$540
101-249	USD \$520
250+	USD \$500

- 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, such travel and living expenses to be in compliance with Customer’s travel policy. 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 eleven (11) minimum and eighteen (18) maximum.
- 4. **On-Demand Training Terms.**



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A **“Block”** is a group of five Named Users. A **“Library”** is a bundle of specific, related training concepts. Library offerings currently include: (i) “HCM”, (ii) “Cross Application Technology”, (iii) “Financials”, and (iv) “Workday Payroll”. 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 ODE. 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 ODE content within a specific Library during the stated number of years above.

5. **Workday Adoption Toolkit Terms.** Workday Adoption Toolkits (“WATs”) include: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the WAT Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the WAT Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the WATs solely for the purpose of internally distributing the relevant WAT 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 WATs made by it. Subject to Workday’s underlying intellectual property rights in the WATs 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 WATs (“WAT Improvements”). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all WAT Improvements. Customer agrees that WAT 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 WAT 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.