

Kainos | G-Cloud 15

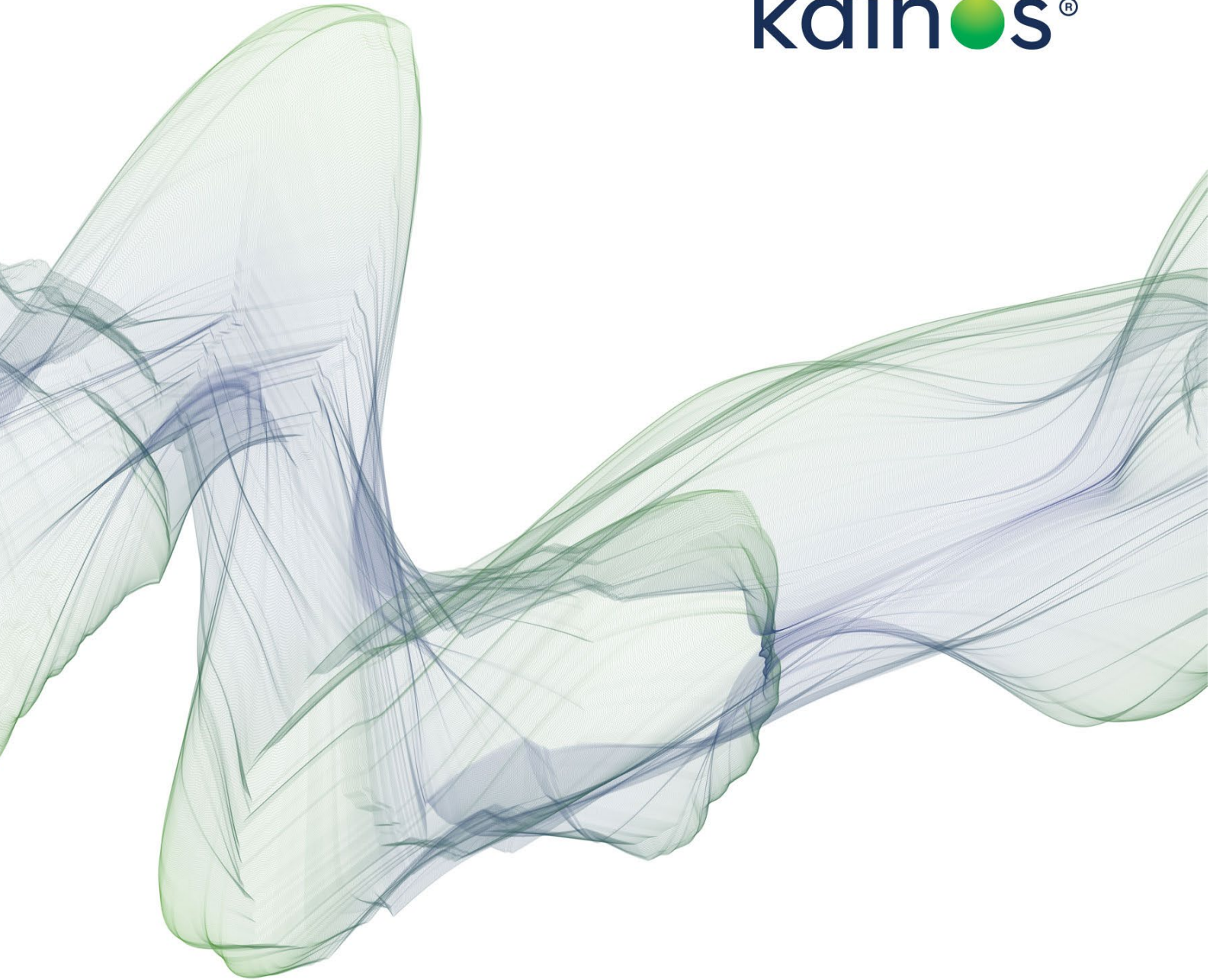
Terms and Conditions

Status
Security
Version No.

Definitive
Commercial - In Confidence
1/0

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Kainos Launchpad™ EMEA

Order Form

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KAINOS LAUNCHPAD™ EMEA ORDER FORM

Customer Details				
Customer Name				
Registered Office Address				
Customer Contact, Phone, Email				
Invoice Contact, Phone, Email				
Kainos Details				
Kainos Name	Choose an item.			
Registered Office Address	Choose an item.			
Kainos Contact, Phone, Email				
Contract Reference (PID)				
Service Period				
Service Period	[XX/XX/XXXX] – [XX/XX/XXXX]			
Service Hours	[UK: Monday to Friday 0900 -1700 GMT excluding public holidays] [Europe: Monday to Friday 0900 -1700 CET excluding public holidays] [AUS: Monday to Friday 0900 – 1700 AEST excluding public holidays]			
Workday Services				
Kainos will provide the selected Workday Services, within the Service Hours, during the Service Period for the Charges listed below (plus applicable taxes and expenses).				
LaunchPad Foundation	Package			
	HCM – Human Capital Management Base		☐	
	FIN - Finance Base		☐	
	Platform – HCM + FIN Base		☐	
Services	Kainos will provide a Launchpad foundation Workday tenant containing baseline HCM and Compensation with any other Modules selected. Launchpad Modules have pre-defined configuration. No design or customisation is in scope. The service is delivered in English.			
Countries/Languages	English			
Activation- Delivery of Production Tenant				
Launchpad - Service Period	[XX/XX/XXXX] – [XX/XX/XXXX] or on completion of the Workday Services (if later).			
Activation – Delivery of Production Tenant	Kainos shall create a Workday production tenant based on the Launchpad Workday Tenant delivering the Modules selected below. Functional Scope for each Module is detailed in Annex 1 of this Order Form.			
	Modules	Reach		Comment
	HCM Core	Global	☐	Global Set up
	Absence	Global	☐	Global Set up
	Expenses	Global	☐	
	Learning	Global	☐	
	Performance	Global	☐	
	Recruiting	Global	☐	Global Set up
	Talent	Global	☐	
	Time Tracking	Global	☐	Global Set up
	Financials Core	Global	☐	Global Set up
	Procurement	Global	☐	
	Help	Global	☐	
	Total Cost:			
	Launchpad - Fixed Price Charges	The Fixed Price is [£/€ X] plus VAT and Expenses where applicable. The Customer will be invoiced for the full Fixed Price Charge on signature		

	of this Order Form.		
Customer		Kainos	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
The Kainos Workday Services Terms (Terms) apply to the Workday Services and Subscription Service set out in this Order Form and are accepted on signature.			

ANNEX 1 – FUNCTIONAL SCOPE

Functional Scope includes (*delete scope as appropriate*):

Module	Description	Scope
Absence (General)	Holiday Calendars	Up to 2 Holiday Calendars & Rules
	Work Schedules	Up to 2 Work Schedule Calendars
	Work Schedules	Up to 2 Work Schedule Rules
	Leave of Absence Types	Up to 6 Leave Types total, up to 2 with Leave Entitlements
	Leave of Absence Types	No entitlement proration for mid period changes.
	Time Off Plans	Up to 10 Time Off Plans total, Up to 2 with Accruals - HQ Country Only
	Data Conversion	Time off Balance Conversion Included
	Data Conversion	Active Leaves for the Previous 12 Months
	Data Conversion	Time Off Event Conversions Excluded

Module	Description	Scope
Learning	Security Groups	Security Groups (Up to 3 security groups excluding topic and course segmented security groups) • Learning Administrator • Instructor • Assessor
	Security Groups	Topic and Course Segmented Security is specifically excluded
	Setup	Pre-defined Learning Configuration on Edit Tenant Setup tasks
	Learning Dashboard	Pre-configured Learning Dashboards (Learning, Learning Administrator, My Team's Management, My Library, Learning Trainer, Home) • Default setup for Learner Experience • Dashboards added to Home page : Learning, Learning Admin, Learning Trainer
	Topics	Topics (Up to 10 – customer to provide list) 3 pre-configured; • Onboarding • Compliance • Management Additional to be created by customer
	Instructor	Internal Learning Instructors (Up to 20) • To be provided by customer
	Assessor	Learning Assessors (Up to 20) • To be provided by customer
	Audience	Campaign Audiences • Audience 1: Onboarding Audience
	Campaigns	Campaign • Campaigns (Onboarding
	Reason Codes	Pre-configured Reason Codes for: Drop Enrollments (3 pre-configured) • General ○ Training no longer required ○ Rescheduled to another session ○ Not available due to other commitments Cancel Learning Enrollments (4 pre-configured) • Administrative ○ Error ○ Learner Terminated

		• Incomplete ○ Not all pre-reqs completed ○ Not approved by business Cancel Course Offerings (4 pre-configured) • Attendance ○ Inadequate attendance • Resource Issues ○ Course resources no longer available ○ Instructor no longer available ○ Location no longer available Waive Learning Assignment Reasons (3 pre-configured) • General ○ Assigned in Error ○ Previous Completion ○ Other
	Learning Validations	Learning Validation Rules are specifically excluded
	Zero Dollar Media Cloud Agreement	Must be signed for Learning
	Reporting	Delivered Standard Reports and five additional delivered custom reports (Learning Video Interactions, Learning Upcoming Course Offerings, Learning Survey Responses, Learning Duration, Learning Completion and Required Learning)
	Data Conversion	No Data Conversion Included
	Business Processes	• Enrol in content (Default Definition) • Cancel Learning Enrollment (Default Definition) • Drop Learning Enrollment (Default Definition) • Mass Cancel Learning Enrollments (Default Definition) • Cancel Course Offering (Default Definition) • Manage Course (Default Definition) • Manage Course Offering (Default Definition) • Manage Internal Learning Instructor (Default Definition) • Manage Learning Certification Rule (Default Definition) • Manage Lesson (Default Definition) • Manage Program (Default Definition) • Mass Waive Learning Assignments (Default Definition) • Waive Learning Assignment (Default Definition) • Manage Equivalency Rule (Default Definition)

Module	Description	Scope
Recruiting	Setup and Features	1 Global Process for Job Requisition Creation and Management
	Setup and Features	1 Global Process for Evergreen Requisition Creation and Management
	Setup and Features	Post and Unpost Job
	Setup and Features	1 x External Job Requisition Questionnaire 1 x Internal Job Requisition Questionnaire
	Security	Delivered Primary Recruiter Security
	Setup and Features	1 Global Job Application process (including global Review, Screen, Assessment, Interview, Reference Check, Offer, Ready for Hire processes)
	Setup and Features	1 Default Assessment Test to be used in Assessment BP
	Setup and Features	Interview Management Framework
	Setup and Features	Interview Self Scheduling excluded

	Setup and Features	1 Standard Offer Letter (Workday Doc) including Offer details such as Job Posting Title, Location, Base Pay and static signature.
	Setup and Features	1 Global Reference Check process including 1 standard questionnaire
	Setup and Features	Background Check Excluded (requires integrations)
	Setup and Features	Simple Referral (Does Not Include Payout Process)
	Recruiting	Endorsements excluded
	Setup and Features	Ready for Hire includes Auto Decline of remaining candidates and remaining Jobs
	Setup and Features	Custom disposition notifications excluded
	Career Site Configuration	Candidate Home
	Career Site Configuration	1 External Career Site
	Career Site Configuration	1 Internal Career Site using the new Jobs Hub
	Career Site Configuration	1 Internal, 1 External Job Posting Template
	Career Site Configuration	Default Branding (Provided by customer)
	Career Site Configuration	External Career Site Privacy Policy (Provided by customer)
	Career Site Configuration	Default Recruiting Sources
	Career Site Configuration	1 Default Terms and Conditions (Provided by customer)
	Career Site Configuration	Job Alerts excluded
	Integrations	3rd party Integrations excluded
	Integrations	Guidance of Apply with LinkedIn
	Integrations	Guidance for Workday Outlook or Google Calendar Interview Scheduling integration
	Integrations	1 Integration System User to use for Run as User steps
	Setup	1 Global Default Job Application Template
	Setup	Duplicate Management (Automatic Candidate Merging - Delivered)
	Setup	Delivered Event Categories and Reasons
	Setup	Prospect Management
	Setup	Candidate Pool Functionality
	Setup	Agencies Out of Scope
	Reporting	Delivered Recruiting Standard Reports
	Reporting	Recruitment Hub - Delivered
	Reporting	Candidate Grid (delivered)
	Data Conversion	No Conversion of Existing Job Requisitions or Positions, nor Active Candidates or Prospects
	Data Conversion	Prospect Conversion Excluded

Module	Description	Scope
Performance	Worker Profile	Worker Summary and Performance Profile Group
	Performance Review Templates	3 Performance Review Templates: - Goal Setting - Mid-Year Review

		Year-End Review Load content from Previous Review: Consolidate used
	Rating Scale	1 Default Overall Rating Scale (from 1 Unsatisfactory to 5 Outstanding Performance)
	Goal Setup	Goal Attributes: Name, Description, and Status
	Business Processes	- Start Performance Review - Set Review Content for Performance Review - Complete Self Evaluation for Performance Review - Complete Manager Evaluation for Performance Review - Manage Goals - Cascading Goals
	Data Conversion	- No Conversion of Prior Performance Reviews - No Conversion of Prior Goal History

Module	Description	Scope
Talent Optimization	Worker Profile	Worker Summary and Career Profile Group
	Succession	Default Readiness Setup
	Potential	Default Assessment Attributes – Potential, Retention, Loss Impact, Achievable Level
	Career Interests	Career Interests – 3 default values
	Relocation	Relocation Preferences – to be provided by the customer
	Travel	Travel Preferences – 4 default values
	Education	Default values for Schools, Degrees, and Field of Studies
	Job History	Companies/Industries – list of values to be provided by the customer for these areas
	Upload My Experience	CV Parsing for Education and Job History
	Languages	Default values for Languages, Ability, and Proficiency
	Business Processes	- Manage Succession - Assess Potential - Assess My Team's Potential - Manage Interests - Manage Education - Manage Job History - Professional Profile
	Out of Scope	- Job Interests - Mentorships - Feedback - Competencies - Calibration

Module	Description	Scope
Time Tracking	Validations	Up to 3 pre-defined Time Entry Validations - Critical: Time Entered whilst on Leave, Over 24 hours entered - Warning: Part of the week has a locked or closed period
	Validations	1 Time Entry Validation Group
	Schedules and Calendars	1 Period Schedule (Monthly Period)
	Schedules and Calendars	1 Work Schedule Calendar Group (Global) and 1 Work Schedule Calendar (1 international 40 hours week schedule)
	Business Processes	Enter Time – Manager Approval Only Assign Work Schedule – No Approval
	Security	ESS and MSS access to enter time

		Timekeeper/Manager/Time Tracking Admin roles left as standard Time Calendar Time Entry Only
	Time Calculations	No Time Calculations
	Time Calculations	Up to 1 Worktag
	Time Entry	Up to 2 Time Entry Templates ((In/Out and Hours Only)
	Time Entry	Up to 5 Time Entry Codes: Worked Time (Hours only), Worked Time (In/Out), Overtime x1.0, Overtime x1.5, Overtime x2.0
	Time Entry	Up to 2 Time Code Groups ((In/Out and Hours Only)
	Reporting	Time and Absence Dashboard
	Reporting	Review Time Task
	Reporting	Time Tracking - Time Entered: Custom report listing workers and time entered as Worked Time or Overtime across a date range
	Data Conversion	Excluded from the scope for go-live

Module	Description	Scope
Expenses	Expense Credit Cards	Single Tax Code Defaulted for Expenses per Country
	Expense Credit Cards	Procurement Card schemes are not supported
	Expense Rate Tables	Mileage Rates
	Expense Rate Tables	No Per Diems
	Expense Rate Tables	No expense items tied to allowance plans
	Expense Reports	Processing of Expenses Reports for Workers and Pre-Hires (no Spend Authorizations)
	Expense Reports	Expense Report Instructions
	Expense Reports	Mobile Enablement
	Expense Reports	Expense Report Payment
	Expense Reports	Expense Report Event
	Expense Reports	Up to 10 Custom Validations
	Expense Reports	Expenses Hub
	Expense Reports	Operations in one (1) of the following countries: United Kingdom, Ireland, Netherlands, Germany, Sweden, Norway, Denmark, Finland
	Data Conversion	Worker Payment Elections for Expense Payments

Financials Core

Module	Description	Scope
HCM Lite	Organizations	Supervisory Organization and Hierarchy
HCM Lite	Organizations	Locations and Location Hierarchy
HCM Lite	Organizations	Staffing Management (Lite)
HCM Lite	Worker Data	Employee Types
HCM Lite	Worker Data	Personal Information Set Up (Lite)
HCM Lite	Worker Data	Contact Information Set Up (Lite)
HCM Lite	Worker Data	Position and Job Profile Assignment – one Default Job Profile (Lite)
HCM Lite	Worker Data	1 Pay Group per Country, 1 External Payroll Company (Lite)
HCM Lite	Jobs and Positions	Position Management Staffing Model (Lite)

HCM Lite	Data Conversion	Active FSE Employees or Contingent Workers with current Job Record (number based on purchased level – See order form)
Core Fins	Organizations	Organizational Management
Core Fins	Foundation Features	Pre-Packaged Delivered Business Processes
Core Fins	Foundation Features	Standard Notification Templates
Core Fins	Foundation Features	Delivered Notifications
Core Fins	Organizations	Up to 20 Legal Entities (Companies)
Core Fins	Organizations	8 Default Cost Centres
Core Fins	Core Financial Management	Default predefined Spend Categories and Revenue Categories
Core Fins	Core Financial Management	Pre-defined Chart of Accounts, ledger account summaries and account posting rules.
Core Fins	Core Financial Management	Fiscal schedule choice of year-end schedule, but single schedule for all legal entities.
Core Fins	Core Financial Management	Multi-Currency Enabled
Core Fins	Transaction Tax	Localised tax setup and configuration.
Core Fins	Transaction Tax	No Tax Defaulting Rules
Core Fins	Core Fins Business Process	Accounting Journal Event
Core Fins	Core Fins Business Process	Accounting Journal Un post-Reverse Event
Core Fins	Core Fins Business Process	Accounting Adjustment Event
Core Fins	Core Fins Business Process	Average Daily Balance Event
Core Fins	Core Fins Business Process	Period Close Event
Core Fins	Core Fins Business Process	Period Close Notification Event
Core Fins	Core Fins Business Process	Tax Declaration Event
Core Fins	Customer Accounts	1 Standard Customer Category
Core Fins	Customer Accounts	Delivered Payment Terms
Core Fins	Customer Accounts	Delivered Aging Groups
Core Fins	Customer Accounts	Delivered Customer Invoice Print Layout
Core Fins	Customer Accounts	Delivered Dunning Letter Print Layout
Core Fins	Customer Accounts Business Process	Customer Event
Core Fins	Customer Accounts Business Process	Customer Summary Change Event
Core Fins	Customer Accounts Business Process	Customer Payment Change Event
Core Fins	Customer Accounts Business Process	Customer Credit Change Event
Core Fins	Customer Accounts Business Process	Customer Banking Change Event
Core Fins	Customer Accounts Business Process	Customer Invoice Event
Core Fins	Customer Accounts Business Process	Consolidated Invoice Email Event
Core Fins	Customer Accounts Business Process	Customer Payment Application Event
Core Fins	Customer Accounts Business Process	Customer Invoice Maintenance Event
Core Fins	Customer Accounts Business Process	Cash Sale Event
Core Fins	Customer Accounts Business Process	Cash Sale Intercompany Event
Core Fins	Customer Accounts Business Process	Customer Deposit Event

Core Fins	Customer Accounts Business Process	Customer Overpayment Event
Core Fins	Customer Accounts Business Process	Customer Refund Document Event
Core Fins	Customer Accounts Business Process	Bad Debt Write-off Event
Core Fins	Supplier Accounts	1 Standard Supplier Category
Core Fins	Supplier Accounts	Delivered Payment Terms
Core Fins	Supplier Accounts	Delivered Aging Groups
Core Fins	Supplier Accounts	Supplier Invoice OCR Scanning Enabled
Core Fins	Supplier Accounts	Delivered CSV Remittance Print Layout
Core Fins	Supplier Accounts	Payment Practices Supplier Classification for UK
Core Fins	Supplier Accounts Business Process	Supplier Event
Core Fins	Supplier Accounts Business Process	Supplier Change Event
Core Fins	Supplier Accounts Business Process	Recurring Supplier Invoice
Core Fins	Supplier Accounts Business Process	Supplier Invoice Event
Core Fins	Banking & Settlement	1 bank account per Company and a default bank account routing rule.
Core Fins	Banking & Settlement	Manual payment type
Core Fins	Banking & Settlement	Manual reconciliation
Core Fins	Banking & Settlement Business process	Bank Account Event
Core Fins	Banking & Settlement Business process	Bank Account Transfer Event
Core Fins	Banking & Settlement Business process	Bank Account Transfer for Settlement Event
Core Fins	Banking & Settlement Business process	Bank Statement Event
Core Fins	Banking & Settlement Business process	Review Bank Statement Line
Core Fins	Banking & Settlement Business process	Ad Hoc Bank Transaction Event
Core Fins	Banking & Settlement Business process	Ad Hoc Payment Event
Core Fins	Banking & Settlement Business process	Settlement Run Event
Core Fins	Banking & Settlement Business process	Remittance Release Event
Core Fins	Business Assets	Delivered Depreciation Profiles
Core Fins	Business Assets	Default Asset Book Rules
Core Fins	Business Assets	1 Primary Accounting Asset Book
Core Fins	Business Assets	Defined trackable spend categories – default asset registration from Supplier Invoice Event
Core Fins	Business Assets Business Process	Asset Registration Event
Core Fins	Business Assets Business Process	Asset Share Event
Core Fins	Business Assets Business Process	Asset Issue Event
Core Fins	Business Assets Business Process	Asset Adjust In Service Date Event
Core Fins	Business Assets Business Process	Asset Transfer Event
Core Fins	Business Assets Business Process	Asset Intercompany Transfer Out Event
Core Fins	Business Assets Business Process	Asset Intercompany Transfer In Event
Core Fins	Business Assets Business Process	Asset Disposal Event

Core Fins	Business Assets Business Process	Asset Removal Event
Core Fins	Business Assets Business Process	Asset Reinstatement Event
Core Fins	Business Assets Business Process	Asset Assign Accounting Event
Core Fins	Business Assets Business Process	Asset Reclassification Event
Core Fins	Business Assets Business Process	Asset Cost Adjustment Event
Core Fins	Business Assets Business Process	Asset Adjustment Event
Core Fins	Business Assets Business Process	Asset Useful Life Update Event
Core Fins	Business Assets Business Process	Asset Impairment Event
Core Fins	Security	Multi-Factor Authentication
Core Fins	Security	Delivered User and Role Based Security Groups
Core Fins	Security	No Custom or Segmented Security in Scope
Core Fins	Setup	Mobile Enabled
Core Fins	Reporting	Persona Dashboards & Analytics
Core Fins	Reporting	500+ Delivered Reports
Core Fins	SSO	Configuration of SSO to Production tenant
Core Fins	Data Conversion	Beginning GL Balances (TB)
Core Fins	Data Conversion	Customer Master Data (basic details, address and banking details out of scope)
Core Fins	Data Conversion	Supplier Master Data (basic details, address and banking details out of scope)

Kainos Workday AMS Order Form

Status
Security
Version No.

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KAINOS | WORKDAY APPLICATION MANAGEMENT SERVICES (AMS) ORDER FORM

Customer Details						
Customer Name						
Registered Office Address						
Customer Contact, Number & Email	XXX	XXX	XXX			
Invoice Contact Number & Email	XXX	XXX	XXX			
Purchase Order Number						
Kainos Details						
Kainos Name	Choose an item.					
Registered Office Address	Choose an item.					
Kainos Contact, Number & Email	XXX	XXX	XXX			
Kainos Ref.	PIDXXXXXX					
Service Period						
Start Date	Day		Month		Year	
End Date	Day		Month		Year	
Services						
Application Management Services - Supported Items	Kainos shall support the following items for Modules deployed by the Customer during the Service Period in accordance with the AMS Service Description: [DN: For all Workday AMS Offerings]: - Workday Configurations - Workday Business process and security - Workday Integrations - Workday Custom Reports [DN: Where AMS for Adaptive Planning only, delete the items above and insert the items below instead: - Workday Adaptive Planning - Workday Adaptive Planning Integrations - Workday Adaptive Planning – HTML, Office Connect, Reporting and Dashboards] Collectively the Application Management Services (AMS)					
Top Up(s)	Additional Pre-Paid Hours (Top Up(s)) may be purchased at any time during the Service Period using the Top Up facility in the Kainos' ticketing system. Once purchased, Top Up(s) will be treated in all respects as Pre-Paid Hours. For multi-year contracts, Top Up(s) are for the current year within the Service Period.					
Overtime and On Call Support	Where Overtime or On Call Support has been agreed by the Kainos Service Manager, the Overtime and On Call Support Rate Card detailed in the AMS Service Description shall apply. Overtime and/ or On-Call Support shall be invoiced monthly in arrears based on the previous month's usage.					
Project Work	The Customer may procure ad-hoc professional services (Project Work) at any time during the Service Period (or agreed extensions to it) via the Managing Project Change Process. To fund this Project Work, the Customer may either: - use its available Pre-Paid Hours (where the Project Work is less than forty (40) hours); OR - use its available Pre-Paid Hours (where the Project Work is more than forty (40) hours) paying the difference between the Pre-Paid Hourly Rate and the Project Work Rate Card Hourly Rate; OR - purchase additional Hours for the Project Work at the Project Work Rate Card set out below. Where the Customer selects to purchase additional hours, these hours will be invoiced monthly in arrears based on the previous month's usage.					
Managing Project Change Process	Changes to the scope of AMS will be managed as a Project Change through the Managing Project Change Process. An automatic approval level of ≤ 2 hours for Project Changes has been agreed for this Order Form to reduce unnecessary administration and optimise project efficiencies. At any time during the Service Period, the Customer may use the Managing Project Change Process to: - remove the auto-approval level; or - increase or decrease a pre-agreed auto-approval level.					
Subscription Services	The Subscription Services are SaaS offerings for Workday comprising Smart Test, Smart Audit and Smart Shield. Where the Customer subscribes to Smart Test, Smart Audit and/or Smart Shield pricing and details will be set out in a Smart Order Form.					

Charges			
Pre-Paid Hours	Number of Pre-Paid Hours	Pre-Paid Hourly Rate	Total Estimated Charges
Service Management		[\$/£/€]	[\$/£/€]
AMS		[\$/£/€]	[\$/£/€]
			[\$/£/€]

Pre-Paid Hours:

- AMS is provided on a time and materials subject to available Pre-Paid Hours.
- All Pre-Paid Hours must be used within the Service Period, or they will lapse.
- No refund or credit will be provided at the end of the Service Period for unused Pre-Paid Hours.
- Where the Customer renews AMS for a further period of 12 months (or more) THEN provided that there is no contractual break in the Service Period, 20% of unused Pre-Paid Hours remaining at the end of the expiring Service Period may be carried over into a renewal Order Form.
- Any hours carried over into a renewal will expire after three (3) months.
- The breakdown of the number of Pre-Paid Hours above are estimates only. Customer will be invoiced for actual time spent in the provision of AMS at the relevant Hourly Rate.
- Pre-Paid Hours are invoiced quarterly in advance.

Project Work Rate Card	
Role	Hourly Rate [\$ / £ / €]
Client Director	
Engagement Manager	
Solution Architect	
HCM Consultant	
HCM Specialist	
Integration Lead	
Integration Consultant	
Data Consultant	
Workday Adaptive Planning Consultant	

Terms and Conditions

The [Kainos Workday Services Terms](#) (Terms) apply to the Workday Services and Subscription Service set out in this Order Form and are accepted on signature.

Customer		Kainos	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	

Workday Services Terms

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13.0

KAINOS | WORKDAY SERVICES TERMS

1. THE WORKDAY SERVICES

- 1.1 Workday Services. The Workday Services Terms include the [DPA](#), the [Definitions](#) and the [Workday Services Security Program](#) (collectively the **Workday Services Terms**). The Workday Services Terms apply to Workday Services carried out by Kainos for the Customer and should be read in conjunction with any associated Order Form(s) and approved Project Changes (section 1.2). Completed Order Forms should be returned to Kainos with a physical or e-copy of the purchase order, where applicable, before the Workday Services start. Kainos is not obliged to provide Workday Services which are not in scope, or where an Order Form has not been signed, or where a Project Change has not been authorized; where Kainos does so these Workday Services Terms will apply.
- 1.2 Managing Project Changes. Project Changes are managed operationally by the Kainos and Customer Project teams. The Customer may ask Kainos to carry out Project Changes and reasonable requests will be accommodated, in line with the [Managing Project Change Process](#).
- 1.3 Responsibilities.
 - 1.3.1 Kainos will: (i) process Personal Data in accordance with its obligations under the DPA; (ii) comply with its confidentiality obligations under the Agreement; (iii) comply with Laws; and (iv) comply with the Workday Services Security Program.
 - 1.3.2 The Customer will: (i) arrange access to any facilities or systems required for the provision of the Workday Services; (ii) comply with the Workday Services Security Program; (iii) comply with the DPA; (iv) not make the Workday Services available to any unauthorized party; and (v) be responsible for procuring all relevant Workday or other third-party licenses, as may be required for the provision of the Workday Services and their associated costs.

2. CHARGES, INVOICING & PAYMENT

- 2.1 Charging and Payment Terms. Charges payable by the Customer for the Workday Services are set out in an Order Form. Charges will be invoiced in the currency and on the charging basis set out in an Order Form. Payment terms are thirty (30) days net. Customer taxes (where applicable) will be set out in the invoice. Stated Assumptions or Dependencies are relied on for delivery of the Workday Services and their failure may introduce Project risk, impact delivery timescales and/or impact the Charges.
- 2.2 Time and Materials Charges. Where the Workday Services are charged on a 'Time and Materials' basis: (i) invoices for the Charges shall be raised monthly in arrears for actual Kainos Staff utilization (which may be more or less than any estimate given), at the Hourly Rate(s); (ii) Kainos will maintain accurate electronic records of the time spent in the performance of the Workday Services and copies will be provided on request; (iii) the Workday Services will be carried out remotely. Where travel to Customer premises is agreed, reasonable travel time, expenses and subsistence allowances are chargeable and will be invoiced monthly in arrears; (iv) the Hourly Rate(s) or Pre-Paid Hourly Rate will be billed in a minimum of half hour increments; (v) estimated costs and staff profiles set out in an Order Form are indicative only; (vi) AMS Pre-Paid Hours will be invoiced quarterly in advance. Top Ups shall be invoiced monthly in arrears; (vii) Kainos is not responsible for completing or continuing to provide Workday Services where the Customer has no available budget or is unable to pay; (viii) in the event of early termination, Charges will be paid for Workday Services provided up to the termination date.
- 2.3 Fixed Price Charges. Where the Workday Services are charged on a 'Fixed Price' basis: (i) The Fixed Price will be detailed in the Charges section of an Order Form; (ii) The Fixed Price will not be subject to any increase, except for Project Changes, taxes and Expenses (if any) which will be invoiced in addition to the Fixed Price; (iii) The amounts, triggers, frequency, invoicing and payment of the Fixed Price will be in accordance with the Payment Profile in the Order Form; (iv) Invoices for the Workday Services will be raised on each Payment Trigger or agreed frequency as set out in the Order Form; (v) Invoices for Expenses (if any) will be raised monthly in arrears; (vi) Where an Order Form provides for staged payments of the Fixed Price on a Payment Trigger, payment will fall due on the scheduled date if the failure to meet the Payment Trigger is due to any act or omission of the Customer, its employees, agents or sub-contractors and is not a consequence of Kainos default; (vii) All charges reasonably incurred by Kainos due to Delays will be managed as Project Changes and charged as set out in the Order Form or at the Hourly Rate(s). Kainos will use all reasonable endeavors to mitigate the effects of any Delays and will raise any issues for discussion with the Customer at the earliest possible opportunity; (viii) In the event of early termination, the Charges which have accrued under a Payment Profile up to the termination date, may not be aligned with the accrued work in progress and contingency, and will be adjusted to reflect the Workday Services delivered (or proportional part of them).
- 2.4 Project Changes. Project Changes are charged on a Time and Materials basis. Project Changes logged in a Smartsheet (see section 1.2), or otherwise signed off by the Customer, will be invoiced monthly in arrears.

3. INTELLECTUAL PROPERTY

- 3.1 Customer's Intellectual Property. The Customer owns the intellectual property in and to the Deliverables and may use any pre-existing Kainos intellectual property required to make use of the Workday Services, without restriction. Kainos may use the Deliverables (other than the Customer Data) without restriction. The Customer exclusively owns all rights, title and interest in and to Customer Data. Customer Data usage metrics and analytics may be used to improve the Workday Services. Nothing in the Agreement provides Kainos with any rights or license to use Customer Data other than as required to deliver the Workday Services or as specifically provided for in the Agreement. The Customer will ensure that its use of the Workday Services does not infringe the rights of, or otherwise harm a third party.

4. DATA

- 4.1 Data Compliance and Remedies. Kainos will comply with the DPA and shall reimburse Customer's reasonable costs, including fines levied on the Customer by a governmental authority which are directly attributable to Kainos' breach (Data Losses) provided that Customer: (i) promptly gives written notice of the Data Claim to Kainos (a delay of notice will not relieve Kainos of its obligations under this section except where prejudice is caused by such delay); (ii) gives Kainos sole control of the defense and settlement of the Data Claim; and (iii) provides to Kainos, at Kainos' cost, all reasonable assistance. Kainos will not be liable for Data Claims or Data Losses where a Customer has breached its responsibilities or uses the Workday Services in a manner inconsistent with the Agreement.

5. CONFIDENTIALITY

- 5.1 Confidentiality. The receiving Party will only use Confidential Information within the scope of the Agreement and the Workday Services. The receiving Party shall limit access to Confidential Information to its personnel only, on a 'need-to-know' basis and shall not disclose, reveal or otherwise release any Confidential Information to any third party unless it has obtained the disclosing Party's prior written consent. The receiving Party shall not modify, destroy, or disclose any Confidential Information to any third party unless

it has a confidentiality agreement, at least as protective as this section 5.1, in place with that third party. When the Agreement ends, the receiving Party shall either return, or provide written confirmation of the destruction of, all Confidential Information received in connection with the Agreement.

5.2 Protection. Each Party will protect the Confidential Information of the other Party in the same manner that it protects its own (but in no event using less than reasonable care).

5.3 Compelled Disclosure. If the receiving Party is compelled by law to disclose the Confidential Information of the disclosing Party, it will give the disclosing Party prompt prior notice (to the extent legally permitted) and reasonable assistance, at disclosing Party's cost, if the disclosing Party wishes to contest the disclosure. Neither Party shall make any negative publicity statements regarding the other Party.

5.4 Remedies. If the receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the disclosing Party in breach of the confidentiality protections in the Agreement, the disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief. The Parties agree that other available remedies may not be adequate.

6. WARRANTIES & DISCLAIMERS

6.1 Warranties. Each Party represents and warrants that: (i) it has the legal power to enter into the Agreement and it shall comply with all Laws applicable to it; (ii) it will not engage in any activity, practice or conduct which would constitute an offence under any applicable anti-corruption laws/anti-slavery laws; and (iii) it has not been investigated, prosecuted or convicted of any offence under any applicable anti-corruption laws.

6.2 Kainos Additional Warranties. Kainos represents and warrants that it shall (i) perform the Workday Services with reasonable skill and care, in a timely and professional manner and in accordance with good industry practice; (ii) assign competent and suitably qualified Kainos Staff to perform the Workday Services; (iii) procure that all Kainos Staff comply with relevant safety, security and notified on-site regulations in respect of Customer premises.

6.3 Exclusions. Except as expressly provided in the Agreement, no warranties of any kind whether expressed, implied, statutory, or otherwise are conferred on either Party and each Party disclaims all implied warranties (including any warranties of merchantability or fitness for a particular purpose) to the maximum extent permitted by law. The Workday Services may mitigate the risk of issues in the Customer's Workday environment but do not guarantee that it is issue-free.

7. INDEMNIFICATION

7.1 Intellectual Property. Kainos will defend Customer, at Kainos' expense, from claims made or brought against Customer by a third party alleging that the use of the Deliverables (as contemplated) infringes a third party's Intellectual Property Rights (IP Claim(s)). Kainos will indemnify and hold Customer harmless against loss, damage and/or costs finally awarded or entered into in settlement (collectively IP Losses); provided that Customer: (i) promptly gives written notice of the IP Claim to Kainos (a delay of notice will not relieve Kainos of its obligations under this section except to the extent that Kainos is prejudiced by such delay); (ii) gives Kainos sole control of the defense and settlement of the IP Claim; and (iii) provides to Kainos, at Kainos' cost, all reasonable assistance. Kainos shall have no liability for IP Claims or IP Losses to the extent arising from: (a) modification of the Workday Services by anyone other than Kainos; (b) use of the Workday Services in a manner inconsistent with the Agreement; or (c) use of the Workday Services in combination with any other product or service, except for Workday. If Customer is enjoined from using the Workday Services or Kainos reasonably believes it will be enjoined, Kainos shall have the right, at its sole option, to obtain for Customer the right to continue use of the Workday Services or to replace or modify the Workday Services so that they are no longer infringing. If neither of the foregoing options is reasonably available to Kainos, then the Agreement may be terminated at either Party's option and Kainos' sole liability, in addition to these indemnification obligations, shall be to refund any unused, prepaid, Charges.

8. LIMITATION OF LIABILITY

8.1 No Limitation. NO LIMITATION OF LIABILITY WILL APPLY TO CLAIMS UNDER THIS AGREEMENT FOR: DEATH, PERSONAL INJURY, FINES LEVIED ON A PARTY BY A REGULATORY AUTHORITY FOR DATA BREACHES ARISING FROM EITHER PARTY'S ACTS OR OMISSIONS, BREACH OF SECTION 5 (CONFIDENTIALITY) SUBJECT TO SECTION 8.3, DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILFUL MISCONDUCT, FRAUD, KAINOS' IP INDEMNIFICATION OBLIGATIONS.

8.2 General Cap. IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) EXCEED A SUM EQUIVALENT TO TWELVE (12) MONTHS' WORKDAY SERVICES CHARGES.

8.3 Enhanced Cap. AN ENHANCED CAP OF TWENTY-FOUR (24) MONTHS' WORKDAY SERVICE CHARGES SHALL APPLY TO CLAIMS UNDER THIS AGREEMENT FOR BREACHES OF THE RELEVANT SECURITY PROGRAM, THE DPA OR ANY CONFIDENTIALITY ACTIONS THAT ARE RELATED TO THE RELEVANT PROGRAM OR DPA.

8.4 Exclusions. NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, REPUTATIONAL HARM, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES, HOWEVER CAUSED (WHETHER IN CONTRACT, TORT OR OTHERWISE) EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW, AND MAY BE MODIFIED TO THE EXTENT NECESSARY TO ENFORCE THIS SECTION.

8.5 Allocation of Risk. Sections 7 and 8 have been negotiated by the Parties at arm's length, and the Parties agree that sections 7 and 8 provides for a reasonable allocation of their respective risks.

9. TERM & TERMINATION

9.1 Duration. The Agreement shall endure for the Service Period or Term set out in an Order Form and for any agreed extensions and may not align with the duration of the Customer's Workday subscription.

9.2 Termination for Cause. A Party may terminate the Agreement for cause: (i) upon thirty (30) days written notice of a material breach (which will include any breach of section 1.3) to the other Party, which remains uncured at the end of such period; or (ii) if 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 or any similar event in relation to that other Party). Where the Service Period or Term has expired, or the Agreement is terminated, Kainos will provide the Customer with such Deliverables (if any) completed or partially completed up to the date of termination.

9.3 Termination of this Agreement will not affect any rights of the Parties accrued to them up to the date of termination. Continued use of the Workday Services by the Customer or provision of the Workday Services by Kainos remains subject to the Agreement.

10. GENERAL PROVISIONS

10.1 Relationship of the Parties. The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Kainos Affiliates may assist in the delivery of the Services to Customer. Subcontracting of the Services is permitted on notification to the Customer by Kainos. Kainos is responsible for subcontractors it engages.

- 10.2 Subscription Services. Kainos offers a suite of complementary Subscription Services, which are subject to these [Subscription Services Terms](#). Signature of these Workday Services Terms does not obligate the Customer to purchase Subscription Services.
- 10.3 No Third-Party Beneficiaries. This Agreement only applies to the Parties and only the Parties are intended to benefit under it. Customer's use of Workday is governed by the contract between the Customer and Workday. Kainos is not liable for the use or operation of Workday or any perceived or actual Workday issues, whether latent or manifest.
- 10.4 Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform arising from a force majeure event.
- 10.5 Notices. Any requirement for either Party to serve notice, shall be met where the notice is sent by the serving Party to the other Party's Contact, at the address set out in an Order Form.
- 10.6 Dispute Resolution. The Workday Services may be suspended, on notice, in the event of a payment default. Any dispute arising out of or in connection with the Workday Services will in the first instance be referred to the Kainos Contact and the Customer Contact who will arrange a call, within a reasonable time following the escalation date to attempt to resolve the dispute. If the dispute is not resolved, it will be escalated to the Workday Services Regional Director and a nominated Customer representative.
- 10.7 Waiver. No failure or delay by either Party in exercising any right under the Agreement shall constitute a waiver of that right. Unless the Agreement says otherwise, remedies provided are in addition to, and not to the exclusion of, other remedies available to a Party at law or in equity.
- 10.8 Third-Party Software. Kainos is not: (i) responsible for delivering any additional benefits or services which is not provided for under any Third Party Software Contract; (ii) liable for any act, omission or breach of contract by any Third Party Software vendor; (iii) responsible for the provision of any services to be provided by the Third Party Software vendor or the Customer; (iv) responsible for the consequences of early termination of any Third Party Software Contract, for whatever reason. Kainos will not be responsible for providing Workday Services which are reliant on a Third-Party Software Contract being in place where it has expired or terminated.
- 10.9 AI. The Workday Services may be supported by or include AI. Kainos is not responsible for the accuracy or suitability of the outputs produced by AI. The Customer is responsible for: (i) its use and application of AI and reliance on AI outputs; and (ii) ensuring that it has a right to use all AI inputs to include data.
- 10.10 Severability. If any provision of the Agreement is held invalid, illegal or unenforceable in the agreed jurisdiction the provision shall be modified by the Parties, or by the court where the Parties cannot agree 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 the Agreement shall remain in effect.
- 10.11 Assignment. Either Party may assign the Agreement in its entirety (including all Order Forms), without consent of the other Party, in connection with a merger, acquisition, corporate re-organization, or asset sale not involving a direct competitor of the other Party. Except as set out in this section 10.11, neither Party may assign any of its rights or obligations under the Agreement without the prior written consent of the other Party (not to be unreasonably withheld or delayed).
- 10.12 Governing Law - USA. Where the Customer's hosting platform (as set out in an Order Form) is located in the USA, the Agreement shall be governed by and construed in accordance with the laws of California, without consideration as to its conflicts of laws rules and the state and federal courts of California shall have exclusive jurisdiction in connection with the Agreement. The Parties consent to the jurisdiction of the California courts and waive any objection to venue.
- 10.13 Governing Law - RoW. Where the Customer's hosting platform (as set out in an Order Form) is located outside the USA the Agreement shall be governed by and construed in accordance with the laws of Ireland and the courts of Ireland shall have exclusive jurisdiction in connection with the Agreement. The Parties consent to the jurisdiction of the Irish courts and waive any objection to venue.
- 10.14 Insurance. Kainos shall maintain levels of insurance to perform its contractual obligations, details will be provided on the Customer's written request.
- 10.15 Entire Agreement. The Agreement constitutes the entire agreement between the Parties, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Subject only to Project Changes progressed in accordance with the Agreement which will be binding when authorized by the Customer, no modification, variation, amendment, or waiver of any provision of the Agreement shall be effective unless it is set out in an executed Order Form. Any terms or conditions stated in a purchase order, invoice or in other documentation will not form part of the Agreement.
- 10.16 Order of Precedence. Where there is a conflict between the Workday Services Terms and an Order Form, the Order Form shall prevail.
- 10.17 Affiliates. Affiliates are entitled to avail of the Workday Services however the Agreement is between the Parties and all limitations of liability set out in the Agreement are for the benefit of the Customer only and are not 'per Affiliate' limits.
- 10.18 Counterparts. The Agreement may be executed in any number of counterparts.
- 10.19 Execution. Where a signatory signs an Order Form, that signatory is authorized to bind the Party.
- 10.20 Surviving Provisions. The following provisions shall survive any termination or expiration of the Agreement: Sections 2, 3, 5, 8, 10 and the Definitions.