Workday Sana Learn- Professional Services

Supplier Terms

G-Cloud 15

workday

Contents Page

Key Contractual Documents & FAQ's		Page Number
1.	Universal Main Subscription Agreement (MSA)	4
2.	MSA- Frequently Asked Questions	13
3.	Universal Data Processing Exhibit	16
4.	DPE- Frequently Asked Questions	23
5.	Universal Security Exhibit	28
6.	Universal Professional Services Agreement	30
7.	PSA- Frequently Asked Questions	34
Statements of Work		
8.	Launch Flex	35
9.	Global Launch Deployment	48
10.	Expert Assist	55
11.	Deployment Advisory Services	63
12.	Adhoc	71
13.	Peakon	77
14.	HiredScore	83
15.	HiredScore Fast Launch	92
16.	HiredScore Adhoc	102
17.	HiredScore (Contingent Sourcing Agent)	116
18.	Evisort	123
19.	Paradox	131
Order Forms		
20.	Peakon Adoption Packages	137
21.	HiredScore (Contingent Sourcing Agent)	138
22.	Evisort (CI CLM) Packaged Services	143
23.	Workday Candidate Experience Adoption Services Program	146
24.	Training Order Form	150
25.	Customer Audit Programme	156
26.	Change Order Template	157
27.	VNDLY Change Order Template	160

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Applicability of documents

The below table indicates which documents, set forth herein (other than the Key Contractual Documents which are applicable to ALL listings) may be in scope for each Workday Listing provided under G-Cloud 15.

Document	HCM	Financial Management	Peakon Employee Voice	Adaptive Planning	Contract Management & Document Intelligence	Sana	Paradox
SOW Launch Flex	x	x	x	x	x	x	x
SOW Global Launch Deployment	x	x		x			
SOW Expert Assist	x	x		x			
SOW Deployment Advisory Services	x	x		x			
SOW Adhoc	x	x	x	x	x	x	x
SOW Peakon			x				
SOW HiredScore	x						
SOW HiredScore Fast Launch	x						
SOW HiredScore Adhoc	x						
SOW HiredScore Contingent Sourcing Agent	x						
SOW Evisort					x		
SOW Paradox	x						x

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Training Order Form	x	x	x	x	x	x	x
Peakon Adoption Packages			x				
HiredScore (Contingent Sourcing Agent)	x						
Evisort (CI CLM) Packaged Services					x		
Workday Candidate Experience Adoption Services Program							x
Change Order Template	x	x	x	x	x	x	x
Change Order Template VNDLY	x						
Customer Audit Programme	x	x	x	x	x	x	x

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Universal Main Subscription Agreement (MSA)

This Agreement is between Workday Limited ("**Workday**") and the legal entity identified in the Order Form ("**Customer**"). This Agreement is incorporated by reference into the applicable G-Cloud 15 Call-Off Contract signed between Workday and Customer under the G-Cloud 15 Framework and forms part of Supplier Terms thereunder. For the purposes of these Supplier Terms, all references to Workday are hereby deemed to be references to Supplier, and all references to Customer are hereby deemed to be references to Buyer, as defined under the Call-Off Contract.

The parties agree as follows:

1. Provision of Service. Workday will make the Service available to Customer for use by Customer, its Affiliates and Authorised Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement.

1.1 Invoices and Payment. All fees will be electronically invoiced to Customer in Customer's country of residence in accordance with the relevant Workday Order Form, and payment will be made by Customer from within its country of residence. All fees will be due and payable within 30 days of the invoice date, except fees subject to a reasonable and good faith dispute. Workday will email invoices to Customer within two business days of the date of the invoice. Customer must provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday's request, Customer must make payments via electronic bank transfer. Customer may not withhold, reduce, or set off fees owed under this Agreement.

1.2 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 of 1% of the outstanding balance per month (or part thereof), or the maximum rate permitted by Law, whichever is lower, from the date such payment was due until the date paid.

1.3 Suspension for Non-Payment. Except for fees subject to a reasonable and good faith dispute, if a payment is more than 90 days past due and Workday has provided at least 30 days' prior written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full.

1.4 Taxes. Fees invoiced pursuant to this Agreement do not include, and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively "**Taxes**"). Customer must pay all Taxes imposed on the Service or any other services provided under this Agreement. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer's address listed in the Signature Document or Workday Order Form for this Agreement which will be used as the ship-to address on the Workday Order Form, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorised by the appropriate taxing authority to accounts.receivable@Workday.com.

2. Customer Obligations. Customer will have sole responsibility for (a) the accuracy, quality, and legality of all Customer Content, (b) any Non-Workday Content it installs, uses, or enables; (c) obtaining and verifying it has all authorisations, consents, and rights necessary to use the Service; and (d) ensuring compliance with this Agreement and the AUP by its Affiliates and Authorised Parties, and any breach by its Affiliates or Authorised Parties will be deemed a breach by Customer. Customer will take reasonable endeavours to prevent unauthorised access to, or use of, the Service, and will notify Workday promptly of any unauthorised access or use. Customer will not: (1) use the Service in a manner that is inconsistent with the Documentation; (2) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (3) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation.

During the applicable Order Term, Workday reserves the right to suspend Customer's access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or if Workday in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with an opportunity to remedy such violation or threat prior to such

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suspension. Workday will use commercially reasonable efforts to minimise the length and scope of suspension in light of the circumstances.

3. Proprietary Rights.

(a) Customer Ownership. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday will have the right to use Customer Content to provide the Service, subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all Intellectual Property Rights.

(c) Customer Input. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual licence to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

3.1 Restrictions. Customer will not (a) modify, copy, or create derivative works based on the Service or Documentation; (b) 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 Authorised Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilised by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding items (a) and (e), Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

4. Confidentiality. Each party (the "**Recipient**") will use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Clause 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need-to-know basis to its (and its Affiliates'), directors, officers, employees, advisors, contractors and service providers, including third-party submission tools or online portal providers required by the Recipient for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this clause. The Recipient will be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information.

The parties agree that (a) the Recipient's or its Representatives' online portal terms will not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representatives' online portal, (b) this Clause 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) the Recipient's or its Representatives' online portal terms are superseded by this Agreement. To the extent required by Law, the Recipient's disclosure of the Discloser's Confidential Information will not be considered a breach of this Agreement if the Recipient promptly provides the Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the Discloser's cost, if the Discloser wishes to contest the disclosure. The Discloser may seek injunctive relief to enjoin any breach or threatened breach of this clause, it being acknowledged by the parties that other remedies may be inadequate.

5. Protection and Security of Customer Content and Privacy.

5.1 Security Program and Audit Reports. Workday maintains a security programme that conforms to the Workday Security Exhibit and Audit Reports (as set forth in the applicable Product Terms). Through Workday's Customer self-service systems or upon Customer's written request, Workday will make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

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5.2 Privacy. Personal Data will only be processed in accordance with the Data Processing Exhibit.

5.3 Unauthorised Disclosure. If either party becomes aware of a Security Breach, that party must promptly notify the other party, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party will reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday will conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party will provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, will comply with all Laws. Workday warrants that during the applicable subscription Order Term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer will use its reasonable endeavours to notify Workday in writing no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (2) above must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday in accordance with the notice provisions of this MSA. Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty are those described in Clause 9.1 for the affected Service.

6.1 Disclaimer. Except as expressly provided in this Agreement and to the maximum extent permitted by 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. Workday does not warrant that the Service will be error-free or uninterrupted. The limited warranties provided in this Agreement are the sole and exclusive warranties provided to Customer. Customer agrees that it is not relying on delivery of future service features or product roadmaps in obtaining subscriptions to any Service.

7. Indemnification.

7.1 Workday Indemnity. Workday will defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and will indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is prevented from using the Service or if Workday reasonably believes it will be prevented Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this clause, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 Customer Indemnity. Customer will defend Workday, at Customer's expense, from any third-party Claim against Workday arising from: (a) Customer Content; (b) violations by Customer, its Affiliates or Authorised Parties of the AUP, and Customer will indemnify and hold Workday harmless against any Losses relating to such third-party Claim.

7.3 Conditions. The indemnitor's obligations in Clauses 7.1 and 7.2 are conditioned on the indemnitee: (a) promptly giving written notice of the third-party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this clause except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defence and settlement of the third-party Claim (although indemnitor may not settle any third-party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable

assistance. Clauses 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these clauses.

8. Limitation of Liability.

8.1. Limitation of Liability. Except with respect to (a) willful misconduct, fraud, or death or personal injury caused by negligence; (b) either party's indemnification obligations under this Agreement; (c) Customer's payment obligations; and (d) Workday's remediation obligations in Clause 8.3, the following limitation of liability caps will apply: In no event will either party or its Affiliates' total aggregate liability arising out of or related to this Agreement, whether in contract, tort (including negligence) or otherwise, exceed the fees paid or payable under this Agreement during the immediately preceding 12-month period for the Service from which the Claim arose ("**General Cap**"), except that for breach of either party's confidentiality, security, or privacy obligations, the breaching party's total aggregate liability will be increased to fees paid or payable under this Agreement during the immediately preceding 24-month period for the Service from which the Claim arose ("**Enhanced Cap**").

8.2 Exclusion of Damages. Except with respect to either party's indemnification obligations under this Agreement and the direct damages identified in Clause 8.4, in no event will either party or its Affiliates have any liability to the other party for: (a) any indirect, special, incidental, punitive or consequential losses or damages, however caused; or (b) whether the same are suffered directly or indirectly, any loss of: profits, anticipated savings, business opportunity or goodwill. Customer will not assert that its payment obligations as set forth in a Workday Order Form are excluded as Workday's lost profits.

8.3 Workday Remediation Obligations. If unauthorised disclosure of or access to Personal Data is caused by Workday's breach of its security, privacy, or data protection obligations under this Agreement, Workday will pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the Security Breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data have been disclosed or accessed ("**Affected Individuals**"); (c) providing a credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorised disclosure or access; and (d) operating a call centre to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorised disclosure or access. Notwithstanding the foregoing, or anything in this Agreement to the contrary, Workday will have no responsibility to pay costs of remediation to the extent they are due to gross negligence, willful misconduct or fraud by Customer, its Affiliates or their respective directors, officers, employees, agents, contractors or Authorised Parties.

8.4. Direct Damages. Subject to Clause 8.1, and notwithstanding Clause 8.2, if either party breaches its obligations under this Agreement, the following will be considered direct damages: (a) amounts paid to affected third parties as damages or settlements in response to Claims that flow directly from the breach; (b) amounts paid for fines and penalties imposed by any governmental authority arising from the breach; and (c) reasonable legal fees to defend against third-party Claims arising from the breach.

9. Term. The term of this Agreement commences on and continues from the Effective Date (as defined in the Signature Document) or the Order Effective Date (as identified in the Workday Order Form) until all Workday Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties ("**Term**"). Subscriptions to the Service commence on the Order Term start date as set forth in the applicable Workday Order Form.

9.1 Termination. Either party may terminate this Agreement: (a) upon 30 days' prior written notice to the other party for a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) to the extent permitted by Law, immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding or process relating to insolvency, receivership, liquidation, administration or assignment for the benefit of creditors. For clarity, (1) Customer will have the right to terminate the affected Service for a breach of Service Warranty pursuant to Clause 9.1(a) above; and (2) a breach or termination of any PSA or SOW will not be considered a material breach or a cause of termination of this Agreement.

If this Agreement is terminated, all Workday Order Forms are simultaneously terminated and Customer will, as of the date of any termination, immediately cease accessing and otherwise utilising the Service (except as permitted under Clauses 9.2 and 9.3) and Workday Confidential Information. Upon termination

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by Customer pursuant to this clause, Workday will refund Customer any prepaid Subscription Fees for the affected Service that was to be provided after the effective date of termination. Termination for any reason will not relieve Customer of the obligation to pay any Subscription Fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than for uncured material breach by Workday or as otherwise stated in this Agreement will not relieve Customer of the obligation to pay all future amounts due under all Workday Order Forms.

9.2 Retrieval of Customer Content. Upon Customer's written request made on or prior to expiration or termination of this Agreement (including any Transition Period), Workday will give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("**Retrieval Period**"). After such Retrieval Period (or if there is no Retrieval Period, after termination or expiration of this Agreement or applicable Workday Order Form) and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and will, unless legally prohibited, delete Customer Content by deleting the applicable Instance; provided, however, that Workday will not be required to remove copies of Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect Customer Content in accordance with this Agreement. Customer Content will be made available for retrieval through extraction in a machine-readable format as described in the Documentation.

9.3 Transition Period Before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday prior to any such termination for a one-time transition period, Workday will continue to provide the Service for up to three months after the effective date of such termination (the "**Transition Period**"). Monthly fees for the Transition Period will be 1/12 of the fee for the immediately preceding 12-month period plus an additional five percent. If Customer requests transition assistance during the Transition Period, Workday will provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by a professional services agreement, at Workday's then-current rates for consulting services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, if Workday is prevented from performing, or termination of this Agreement was due to Customer's breach, Workday has no obligation to perform under this clause unless it receives (a) payment of all fees not subject to reasonable and good faith dispute, (b) prepayment of fees for further services, and (c) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.4 Surviving Provisions. Clauses 1.1, 1.2, 3, 4, 5 (for so long as Workday retains Customer Content), 6.1, 7, 8, 9.1 (as far as it relates to payment obligations), 9.2, 9.3, 9.4, 10, and 11 will 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. Unless expressly stated otherwise, all notices under this Agreement must be in writing and will be deemed to have been given upon: (1) personal delivery; and (2) the third business day after pre-paid recorded mail with proof of delivery. Notices to Workday must be sent to the address shown in or linked from the Signature Document or Workday Order Form, addressed to the attention of its Legal Department with a copy sent by email to legal@Workday.com. Notices to Customer must be sent to the address shown in the Signature Document or Workday Order Form, addressed to Customer's signatory of this Agreement. 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 will constitute a waiver of that right or any other right. Other than as expressly stated, the remedies provided in this Agreement 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 will be liable for any failure or delay in performance under this Agreement caused by unforeseeable events beyond that party's control and where the failure or delay is through no fault of the affected party and could not have been reasonably avoided ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing

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within 15 days after the Force Majeure event begins. Such notice must identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

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 must not be unreasonably withheld or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Workday Order Forms) upon written notice without consent of the other party in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets so long as the assignee: (a) is an entity registered in a territory in which Workday is approved to provide the Service; and (b) agrees to be bound in writing by all of the terms of this Agreement and all past due Subscription Fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this clause will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.6 Governing Law and Jurisdiction and Local Law Requirements. This Agreement, and any dispute or Claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or Claims), will be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts in England.

10.7 Export. Each party will comply with the applicable 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 will not make the Service available to any person or entity that: (1) is located in a country that is subject to a European Union, United Nations or U.S. government embargo; (2) is listed on any European Union, United Nations or U.S. government list of prohibited or restricted parties; or (3) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.8 Anti-Corruption. Each party will comply with all applicable anti-corruption Laws, in relation to this Agreement. Each party agrees that it will not offer to pay or give anything of value to anyone, including foreign governmental officials or related persons or entities on either party's behalf to corruptly: (i) influence any official act or decision; (ii) secure any improper advantage; (iii) obtain or retain business, or direct business to any person or entity; or (iv) for the purpose of inducing or rewarding any favourable action in any matter related to the subject of this Agreement or the business of either party. Each party further agrees to keep accurate books and records in relation to this Agreement. Each party further agrees to cooperate with the other party in any anti-corruption due diligence process and/or investigation in relation to this Agreement.

10.9 Code of Conduct. Workday uses commercially reasonable efforts to ensure that Workday, all of Workday's employees and any Workday subcontractors who perform any part of the Service under this Agreement on behalf of Workday, comply with Workday's written code of conduct available at https://codeofconduct.Workday.com/index.php, as may be modified by Workday from time to time.

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

10.11 Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly commitments for Service Availability or Service Response (as applicable) described in the applicable Product Terms SLA (a "**Failure**"), Customer must request the following remedies no later than 60 days after the applicable Failure occurs: (a) a meeting to discuss possible corrective actions for the first Failure; (b) a 10% Service Credit for a second Failure; (c) a 20% Service Credit for a third Failure; and (d) a 30% Service Credit for a fourth Failure. In this Agreement, **"Service Credit"** means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. When Workday has confirmed the Failure, Workday will deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, will refund the Service Credit to Customer. The remedies in this clause are Customer's exclusive remedies for any Failure.

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10.12 Business Continuity. Workday shall maintain and operate in accordance with business continuity and disaster recovery plans as specified in Workday's Security Exhibit. Such plans shall be tested and reviewed by Workday on at least a semi-annual basis for effectiveness. Upon Customer's request, Workday shall provide Customer a summary description of its business continuity/disaster recovery plans and a copy of executive summaries on the semi-annual tests of its business continuity/disaster recovery plans. Workday's business continuity and disaster recovery plans will not be materially or substantially decreased or diminished by Workday during the Term.

10.13 Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Workday Order Form will take precedence over provisions of this MSA and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review all exhibits and attachments hereto. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. Except as otherwise stated in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will 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 will 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 will remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void.

Purchase orders are for administrative convenience only and Workday may issue an invoice and collect payment without a corresponding purchase order. Customer's failure or delay to issue a purchase order will not extend the payment due date. If a purchase order is required, it must be sent by email to accounts.receivable@Workday.com 10 business days prior to the date the invoice is issued in order to be included on the related invoice. This Agreement may be executed in counterparts and/or by electronic signatures.

11. Definitions.

The following definitions will apply to this Agreement.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with 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 Main Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Workday Order Form.

"**Audit Reports**" means the (a) most recently issued security audit reports and (b) other security relevant assessment reports and certifications for the applicable Service (as identified in the Product Terms) that are prepared by Workday's independent third party audit or obtained by Workday from other independent third parties, which may be updated by Workday from time to time, provided that no update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

"**AUP**" means the acceptable use policy for the applicable Service located at https://www.Workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html.

"**Authorised Parties**" means Customer's or its Affiliates' directors, officers, employees, users, contractors, and third-party providers who are authorised to access Customer's Instance or receive Customer Content by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process.

"**Claim**" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

"**Confidential Information**" means (a) any software utilised by Workday in the provision of the Service and its respective source code; (b) Customer Content; (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 and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the Discloser as "confidential" or "proprietary" or the Recipient knows or should reasonably know is confidential or proprietary; and (d) the negotiated terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to the Recipient prior to disclosure by the Discloser; (3) was independently developed by the Recipient; or (4) is received by the Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

"**Customer Content**" means electronic data or information submitted to the Service by Customer, its Affiliates or Authorised Parties.

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

"**Data Processing Exhibit**" or "**DPE**" means the Universal Data Processing Exhibit located at https://www.Workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a data Processor, provided that no update will materially decrease Workday's Data Processor obligations under the DPE.

"**Documentation**" means the then-current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

"**Enhanced Features**" will have the same meaning as set forth in the applicable Product Terms.

"**Improvements**" means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made available to Customers generally without a separate charge.

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

"**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 the respective party.

"**Loss**" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

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

"**Non-Workday Content**" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

"**Order Form**" means the fully executed ordering document (including Product Terms) under which Customer subscribes to Service application(s) or other services. Workday Order Forms do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional to or inconsistent with the terms of this Agreement.

"**Personal Data**" has the definition set forth in the DPE.

"**Product Terms**" means the product terms for a specific Service application as identified via URL in or attached to the subscription Workday Order Form, which may be updated by Workday from time to time;

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provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after publication of the updated Product Terms.

"**Production**" means Customer's use of or Workday's written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Workday Order Form); (b) to generate data for Customer's books/records; or (c) in any decision support capacity. Production does not include any non-production sandbox, preview, or implementation Instance.

"**PSA**" means the optional, separate, and independent professional services agreement between Customer and Workday related to Workday's provision of implementation and other consulting services to Customer, subject to a statement of work ("**SOW**").

"**Security Breach**" means (a) any actual or reasonably suspected unauthorised use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorised Party or Workday, or incidental access to Customer Content by an Authorised Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, will not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (b) any Personal Data Breach as defined in the DPE; and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

"**Security Exhibit**" means the Universal Security Exhibit located at https://www.Workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html, which may be updated by Workday from time to time, provided that no update will materially decrease the protections provided by the controls set forth in the Security Exhibit during the Term.

"**Service**" means the applicable Workday software-as-a-service application (as described in the Documentation and Product Terms) as subscribed to under an Workday Order Form and Improvements, including non-Production versions. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

"**Signature Document**" means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

"**SLA**" means the Production support and service level availability policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time, provided that no update will materially decrease Workday's responsibilities under the SLA during the applicable Order Term.

"**Subscription Fees**" means all amounts invoiced to and payable by Customer for the applicable Service under an Workday Order Form.

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MSA- Frequently Asked Questions

Thank you for reviewing Workday's contract documents. As you review the attached documents, we hope this FAQ will help you better understand what is being purchased and how Workday's enterprise cloud service model works.

This FAQ does not form part of the contract and is provided for informational purposes only and will not be a part of the final agreement package.

1. What is my company purchasing?

Workday provides fully functional enterprise cloud applications through the Internet using a genuine one-to-many cloud delivery model. Our customers upload their Customer Content to Workday's Software as a Service (SaaS) solution and configure the Service application to leverage the features required for the customer's internal business purposes. All customers are on the same release version of the Workday Service applications. Workday provides its Service on a single code line so that all customers on a specific application are on the same release using the same operational infrastructure and the same security and support operations.

2. How is Workday's cloud Service different from installed, on premise software?

Workday's cloud-based, mobile, and in-memory object-oriented applications operate on a true one-to-many business model. Application service providers offer a customisable model, where each customer is treated differently - essentially they offer outsourced hosting of installed software. Workday's one-to-many business model is different and allows for a more cost-effective delivery of solutions by ensuring that all customers are always on the same release version. Customers avoid costly and disruptive upgrades. As Workday rolls out new feature releases, customers can adopt new features on their own time, which makes Workday's cloud applications highly configurable by each customer.

3. How does Workday protect the Customer Content in the Service?

Protecting the security and privacy of our Customers' Content is one of Workday's top priorities. Workday maintains a comprehensive security program that takes into account the state of the art, the nature and purposes of the Service, the type of Customer Content in the Service, the legal environment in which Workday operates, and our customers' need for security and confidentiality. Workday monitors, evaluates, and adjusts this security program in light of changing technology and the changing legal and business environments in which it operates.

Data Security:

- Controls: We employ rigorous security measures at the organisational, architectural, and operational levels and we are committed to investing in world class technology compliance programs. Workday's cybersecurity compliance program was deployed to enhance privacy and security, build trust and provide assurance to our customers that their Customer Content and Workday's applications and infrastructure are secure. The cornerstone of our cybersecurity compliance program is our independent third-party audits, industry standard ISO certifications, and detailed self-assessment evaluations that Workday completes annually and makes available free-of-charge to customers via self-service framework. The list of applicable privacy and compliance documentation that Workday makes available to our customers includes, but isn't limited to:

  SOC 1 and SOC 2 audit reports;

  ISO 27001, ISO 27017, ISO 27018 and ISO 27701 certificates;

  Shared Assessments SIG questionnaire;

  CSA CAIQ questionnaire;

  Networks and Systems Independent Security Report

  Web & Mobile Applications Independent Security Report

  Disaster Recovery (DR) Plan and Executive Summary

  Workday Continuity Strategy & Plan

  Tier II CyberGRX Assessment Report

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In combination, all of these materials:

- Provide an in-depth view into Workday's data privacy, data security, and operational processes and control environments related to Workday's provision of the Service; and
- Enable our customers to conduct (via self-service) risk assessments of Workday's provision of the Service.

The validation of the operational effectiveness of our control environment is facilitated through the independent third-party auditor testing procedures performed and summarised in the Audit Reports, which are made available to our customers at any point during the subscription Order Form term. Thus, customers have independent verification of and visibility into the security controls protecting their data. Further, Workday contractually commits that it will not materially decrease the protections provided by the controls set forth in Workday's Security Exhibit and Audit Reports during the Agreement Term.

Data Privacy:

- **Universal Data Processing Exhibit:** The MSA includes a link to an exhibit that details the terms and conditions applicable to Workday's processing of Personal Data. This DPE provides our customers with contractual protections relating to Workday's compliance with data protection laws applicable to Workday as a data processor.
- **Additional Disclosure Restrictions:** In Section 3 of the MSA, Workday contractually commits to use Customer Content to provide the Service, subject to the terms of the Agreement.

4. Why can't my organisation's security and privacy exhibits be joined to the contract?

Workday maintains a formal and comprehensive security program designed to ensure the security and integrity of each customer's data, to protect against security threats and data breaches, and to prevent unauthorised access to the data of its customers. The specifics of Workday's security program are detailed in our Universal Security Exhibit, our third-party security audits, and international certifications. As a true cloud provider, Workday operates a multi-tenanted platform where all customers share a platform and single version of the Service with logical segregation between customers. All our security controls are designed from the ground up for a cloud environment with security controls applied to each applicable application, including all environments where data from our customers is present. Workday commits to not materially decrease the protection of the controls provided by our Audit Reports (e.g., applicable SOC1, SOC2) and the Universal Security Exhibit. In addition, our privacy controls are described in our Universal Data Processing Exhibit, so customers have contractual commitments that Workday complies with data protections laws applicable to Workday in our role as a data processor. These controls form part of our one-to-many business model and enable Workday to meet its security and data privacy commitments while also enabling Workday to continually enhance, evolve, and develop our security and privacy programs to the benefit of all customers equally. This means, however, that we cannot contractually commit to individual customers' security and privacy standards, terms, or policies without breaking our one-to-many business model. In order to provide transparency, visibility and continuous assurance to our customers as to the effectiveness of our security and privacy controls Workday conducts independent third-party audits and makes the result of these audit reports available to our customers upon request.

5. How do we get our data back when the relationship ends?

Customers always own their Customer Content throughout the course of the relationship (see Section 3, "Proprietary Rights"). Customers can download copies of their Customer Content stored in the Service at any time during the Term. Workday has a standard process for a final data download during the customer's subscription term and upon termination of relationship, which can be found in the MSA (see Section 9.2, "Retrieval of Customer Content").

6. Does Workday offer an SLA?

Yes, Workday has a service level availability policy for applicable Service applications, so customers always know Workday's commitments regarding service levels. The success of Workday's cloud delivery business model is predicated upon the efficiency of our one-to-many infrastructure. Since Workday delivers its Service applications from the same operational business model for our entire customer base,

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the applicable SLA cannot be modified on a customer by customer basis. Workday provides Service Credits in the event of certain SLA Failures; these can be found in the SLA Service Credit section of the Agreement.

7. What is Workday's pricing methodology?

Workday's business model is structured on a subscription price model based on number of employees, users, other size metrics, and, for some Service applications, usage. During the subscription Order Term, the subscription fee may not be reduced. Thus, Workday cannot accommodate a customer's request to decrease its payment obligations to Workday based upon a reduction in customer's employee/user count or applicable usage metric regardless of the reason for such reduction (customer downsizing, customer acquired by another entity, customer divestiture of an affiliate, etc.).

8. Does Workday offer an acceptance test period?

Workday's cloud-based business delivery model is fundamentally different from other business delivery models. Since Workday runs the Service for all customers on a single code line, the viability of the Service has already been demonstrated by the existing customers who run their businesses on the same single code line. Thus, the concept of an acceptance test is made obsolete and does not exist in Workday's business model.

9. Will Workday permit customers to audit Workday?

Most Workday customers rely upon the independent third-party audits, industry standard ISO certifications, and detailed self-assessment evaluations that Workday completes annually and makes available free-of-charge to customers via self-service framework. As such, we strongly encourage our customers to rely upon and use Workday's existing privacy, compliance, and security materials instead of performing any unique assessment reviews and electing to participate in the fee-based Workday's customer audit program. Workday's customer audit program is Workday's fee-based audit-as-a-service offering that enables customers to conduct compliance reviews of our data security, data privacy, and other operational processes and supports their relevant audit requirements related to Workday's provision of the Service to the customer.

11. Does Workday offer unlimited liability?

Workday understands that our customers are concerned about the protection of their Customer Content and the remedies available in the event of a breach. Workday has developed a structure unique in the industry because it covers the primary costs associated with a breach of personally identifiable information, providing an exceptionally high level of protection for our customers.

- **Specified Remediation Costs outside Limitation of Liability:** In Section 8.3 of the MSA, Workday agrees to pay certain remediation costs and such costs are not subject to any limitation of liability. Specifically, in the event that any unauthorised disclosure of or access to Personal Data is caused by Workday's breach of its security or privacy obligations, Workday will pay the reasonable and documented costs incurred by Customer in connection with the following items: (1) costs of any required forensic investigation to determine the cause of the breach, (2) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable law) and to individuals whose Personal Data may have been accessed or acquired, (3) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired (for a specified period), and (4) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired (for a specified period). These four items represent the full extent of remediation costs Workday will cover outside the limitation of liability.

- **Other Damages / Breaches are subject to Limitation of Liability:** Workday also agrees to uncapped liability for our intellectual property indemnity as set forth in Section 7 of the MSA and for breaches arising out of our gross negligence, willful misconduct or fraud as set forth in Clause 8.1 of the MSA. A fundamental principle of Workday's business model is that any other damages and any other breaches of the Agreement are subject to a limitation of liability (see Section 8.1 of the MSA)

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Universal Data Processing Exhibit (DPE)

This Universal Data Processing Exhibit is an exhibit to the Agreement between Workday and Customer and sets forth the obligations and rights of the parties regarding the Processing of Personal Data pursuant to such Agreement. This Universal Data Processing Exhibit is incorporated by reference into the relevant Call-Off Contract between Workday and Customer entered into under the G-Cloud 15 Framework and forms part of the Supplier Terms thereunder.

1. Definitions.

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

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

"**Controller**" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data and any substantively analogous term or role defined under applicable Data Protection Laws.

"**Covered Data**" means (i) Customer Content and/or Customer Data (as defined in the MSA), and (ii) Professional Services Data.

"**Covered Service**" means (i) any Service provided under the MSA, and/or, (ii) any Professional Services.

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

"**Data Protection Laws**" means all data protection or privacy laws and regulations applicable to the Processing of Personal Data.

"**Data Subject**" means the person to whom the Personal Data relates.

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

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

"**Personal Data**" means any Covered Data that relates to an identified or identifiable natural person, or (ii) is defined as "personal data" or "personal information" (or any substantively analogous term) by applicable Data Protection Laws.

"**Personal Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

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

"**Processor**" means the entity which Processes Personal Data on behalf of the Controller and any substantively analogous term or role defined under applicable Data Protection Laws.

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

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

"**Professional Services Data**" means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into a Service, or any other Covered Data accessed within or extracted from a Service to perform the Professional Services.

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"**Restricted Transfer**" means (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a recipient in a country outside of the EEA which is not subject to a valid adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a recipient in a country outside the UK which is not based on adequacy regulations pursuant to Chapter V of the UK GDPR; and (iii) where the Swiss Federal Act on Data Protection of September 25, 2020 ("**Swiss FADP**") applies, a transfer of Personal Data from Switzerland to recipient in a country outside Switzerland which has not been recognised to provide an adequate level of protection by the Federal Council.

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

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

2. Processing Personal Data.

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer is a Controller or a Processor and Workday is a Processor.

2.2 Instructions for Processing. Workday shall only Process Personal Data in accordance with Customer's documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE) and as further specified via Customer's use of the Covered Service. Workday will comply with additional written instructions issued by Customer if they are consistent with the terms and scope of the Agreement.

2.3 Compliance with Laws. Each party will comply with its obligations related to the Processing of Personal Data under applicable Data Protection Laws. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.

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

3. Subprocessors.

3.1 Use of Subprocessors. Customer agrees that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

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

3.3 Subprocessor Objection Right. Customer may object to Workday's use of a new Subprocessor on reasonable grounds relating to data protection by providing written notice to Workday within fourteen (14) days following Workday's notification pursuant to Section 3.2 above. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer and Customer may terminate the relevant portion(s) of the Covered Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

4. Data Subject Rights.

4.1 Assistance with Data Subject Requests. Workday will, in a manner consistent with the functionality of the Covered Service and Workday's role as a Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws ("**Data Subject Requests**").

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

5. Workday Personnel.

Workday shall require screening of its personnel who may have access to Personal Data, and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which survive their employment termination.

6. Personal Data Breach.

If Workday becomes aware of a Personal Data Breach, it shall without undue delay notify Customer in accordance with the Unauthorised Disclosure provisions of the MSA. Workday shall take appropriate measures to address and mitigate the adverse effects of the Personal Data Breach. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

7. Security of Processing.

Workday shall implement and maintain appropriate technical and organisational measures to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data as described in the Universal Security Exhibit.

8. Audit.

Where Workday has obtained third-party audit reports and certifications for its Covered Services ("**Audit Reports and Certifications**"), Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer for the applicable Covered Service.

To the extent that Workday has not obtained Audit Reports and Certifications for a Covered Service, or that Customer reasonably determines that the Audit Reports and Certifications are not sufficient to demonstrate compliance or to respond to a regulatory audit, Workday will allow Customer or an independent auditor appointed by Customer to conduct an audit, subject to the following: (a) Customer and Workday will mutually agree upon the scope, timing, duration, and control and evidence requirements; (b) Customer is responsible for all costs and fees related to such audit and will reimburse Workday for any services performed by Workday at Workday's then-current rates; and (c) to the extent the audit is conducted by a third-party audit firm; (i) the third-party audit firm is not a competitor of Workday; and (ii) Customer has, prior to such audit, entered into an agreement with such third-party audit firm containing confidentiality terms no less protective than the confidentiality terms set forth in the MSA.

9. Data Protection Impact Assessments.

Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer. To the extent Customer requires additional assistance to meet its obligations under applicable Data Protection Laws to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer.

10. Return and Deletion of Personal Data.

Upon termination of the Covered Service, Workday shall, and shall cause any Subprocessors to, at the choice of Customer, return all Personal Data to Customer or securely return and delete Personal Data in accordance with the relevant provisions of the Agreement.

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11. International Transfers of Personal Data.

To the extent Customer's use of the Covered Services involves a Restricted Transfer Addendum A to this DPE will apply.

12. General Provisions.

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

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

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

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

i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and

ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

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

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

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Addendum A: International Transfers of European Personal Data

1. Definitions.

"**Data Privacy Framework**" means the EU-U.S., Swiss-U.S., and UK-U.S. Extension to the Data Privacy Framework maintained by the United States Department of Commerce determined to provide an adequate level of protection for Personal Data transfers to certified commercial organisations in the United States under (i) the European Commission's Adequacy Decision 2023/4745 of 10 July 2023 and (ii) other applicable Data Protection Laws.

"**SCCs**" means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("**EU SCCs**"); (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the UK Data Protection Act 2018 (version B1.0 of 21 March 2022) as updated or amended ("**UK Addendum**"); and (iii) where the Swiss Federal Act on Data Protection applies, the EU SCCs with Swiss modifications.

"**Workday BCRs**" means Workday's EU Processor Binding Corporate Rules ("**EU BCRs**") and UK Processor Binding Corporate Rules ("**UK BCRs**"). The Workday BCRs are accessible through Workday's website (currently located at http://workday.com/legal/bcrs.html).

2. Data Privacy Framework.

Workday, Inc. is self-certified to and complies with the Data Privacy Framework and will remain certified for the term of the Agreement.

3. Transfer Mechanisms.

3.1 BCRs. The EU BCRs apply to the Processing of Personal Data protected by the EU GDPR and the UK BCRs apply to the Processing of Personal Data protected by the UK GDPR, for the Covered Services listed in Schedule 3 to the Workday BCRs. All provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

3.2 SCCs. Restricted Transfers of Personal Data will be governed by SCCs Module 3 implemented between Workday (as "data exporter") and its Subprocessors (as "data importers").

3.3 Order of Precedence. Where more than one transfer mechanism applies, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (i) the Workday BCRs, and (ii) the SCCs.

3.4 Transfer Impact Assessments. Workday has carried out transfer impact assessments in accordance with the GDPR evaluating Workday's opinion that the DPE including the Workday BCRs and SCCs provide appropriate safeguards taking into account the information available to Workday and the nature of the Processing. Upon request, Workday shall provide Customer with a summary of such transfer impact assessments to Customer.

3.5 Notifying Data Subjects. Where required by Data Protection Laws, Customer shall inform Data Subjects that their Personal Data could be transmitted to a third country not providing adequate protection.

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Addendum B: Description of Processing

Categories of data subjects whose personal data is transferred

1. Job applicants, candidates, current and former members of staff.
2. Related persons (e.g., emergency contacts, dependents, or beneficiaries).
3. Staff of prospects, customers, business partners and Workdays.

Categories of personal data transferred

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

1. Job applicants, candidates, current and former members of staff:

Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; date of birth and birth place; gender; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; skills, information on internal project appointments; accomplishment information; sentiments, personal opinions, feedback, training and development information; award information; membership information; information on emergency contacts, beneficiaries and dependents.

2. Related persons:

Name and contact information (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender.

3. Staff of prospects, customers, business partners and Workdays:

Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company; course enrollment information, including completion of courses, exam results and feedback provided.

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

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

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

Transfers will be made on a continuous basis.

Nature of the processing

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

-Processing Personal Data to set up, operate, maintain and support the enterprise cloud applications

-Storage of Personal Data in secure data centers

-Provision of Covered Services

Purpose(s) of the data transfer and further processing

Provision of enterprise cloud applications and professional services (as applicable) to Workday customers.

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

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

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

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

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DPE - Frequently Asked Questions

Protecting the personal data our customers submit to Workday is one of our highest priorities and is integral to the success of our business. These FAQs provide information to assist customers when (1) selecting Workday as an enterprise cloud provider to process their workers' personal data and (2) reviewing Workday's Universal Data Processing Exhibit (or "DPE").

These FAQs do not form part of the contract or the DPE and are for informational purposes only.

What is Workday's role?

Workday acts as a processor for the personal data our customers submit electronically into our enterprise cloud applications or, where applicable, submit to Workday for implementation and consulting services ("Personal Data"). As such, Workday processes Personal Data on behalf of and according to our customers' instructions who are the controllers (or businesses).

Workday's customers either act as the controller or the processor of such Personal Data as set out in Section 2.1 of the DPE.

Does Workday make available a data processing agreement?

Workday offers a comprehensive DPE that operates seamlessly as part of Workday's UMSA to provide robust contractual terms for Workday's processing of Personal Data.

The DPE supports Workday's one-to-many service delivery model and our underlying technical and operational processes, such as our certifications, the performance of audits and our use of subprocessors.

Who are the parties to the DPE?

You are entering into our DPE as either a controller or a processor and Workday Limited is your processor. Any subsequent processors (both internal Workday subsidiaries and third parties) are subprocessors of Workday Limited but are not party to the DPE.

Will Workday's DPE work for companies operating globally?

Workday has customers around the globe, so we offer our customers industry-leading data processing terms that address data protection requirements around the globe. Our DPE incorporates the core privacy principles that underlie many international data protection laws.

Traditionally, European data protection laws have been among the world's strictest. To provide our global customers with a robust framework, we have used the strict GDPR requirements as the baseline for our DPE. As new laws take effect, we adjust as necessary to ensure continued compliance with data protection laws

Does Workday comply with data protection laws?

Workday complies with all data protection laws directly applicable to Workday.

Nevertheless, it is our customers' responsibility to determine whether it is appropriate for them to use our enterprise cloud applications to process their Personal Data considering the specific laws and regulations to which they are subject. It is also our customers' responsibility to configure and use our enterprise cloud applications in a manner consistent with their legal and regulatory obligations.

Does Workday have a Privacy Statement?

Yes, Workday maintains a privacy statement that applies when Workday is the controller of personal data. Currently, our privacy statement can be found at https://www.workday.com/en-us/privacy.html.

Does Workday's DPE cover professional services delivered by Workday?

Yes, Workday's DPE covers consulting and professional services delivered by Workday.

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Subprocessors

Does Workday use subprocessors?

Workday uses subprocessors to provide the Covered Services (e.g., as part of our global follow-the-sun operations to make updates to our enterprise cloud applications and prevent or address service or technical issues). Any subprocessor that Workday engages to process our customers' Personal Data undergoes a thorough information security and data protection due diligence review and agrees to abide by data protection terms no less protective than the DPE.

Which subprocessors is Workday using?

Workday's subprocessor list can be accessed through the Workday website at https://www.workday.com/en-us/legal/subprocessors.html

How does Workday inform its customers about new subprocessors?

Workday will update the subprocessor list at least thirty days prior to authorising a new subprocessor to process Personal Data. Customers can subscribe to receiving email notifications for each Covered Service by signing up here. Our customers are responsible for ensuring that the individuals in their organisation who need to be notified about new subprocessors (e.g., their Privacy Team or Data Protection Officer) subscribe to the relevant Covered Service email updates and monitor their email accounts.

Can customers object to Workday's use of a new subprocessor?

Where required by law, Workday's customers can object to Workday's use of a new subprocessor on reasonable grounds relating to data protection. If Workday decides to retain a subprocessor to which a customer has objected, then the customer has the option to terminate the affected Covered Service.

International Data Transfers

Is Personal Data transferred outside of Europe in connection with Workday enterprise cloud applications?

In order to provide its enterprise cloud applications, Workday may use subprocessors (both Workday affiliates and third parties) located outside the European Economic Area ("EEA"), the United Kingdom ("UK") and Switzerland (together, "Europe"). For example, Workday provides 24/7 follow-the-sun support which necessarily means a degree of processing data in multiple time zones. For the purpose of international transfers, Workday Limited (our European headquarters in Ireland) is the "data exporter" under the GDPR and our customers are not transferring personal data outside of Europe.

How does Workday protect Personal Data transferred outside of Europe?

Workday uses the following data transfer mechanisms to legitimise transfers of Personal Data outside of Europe:

Adequacy Decisions

The European Commission recognises certain countries (and properly certified commercial organisations) around the world as offering an adequate level of protection for personal data. Workday relies on adequacy decisions in relation to transfers of Personal Data to the United States ("U.S."), New Zealand, Switzerland and the UK.

U.S. Data Privacy Frameworks

Workday, Inc. is self-certified under the EU-U.S., Swiss-U.S. and UK-U.S Extension to the Data Privacy Framework maintained by the U.S. Department of Commerce. Workday, Inc.'s certifications can be inspected in the official Data Privacy Framework List of the U.S. Department of Commerce by searching for 'Workday'.

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Binding Corporate Rules

Workday is one of the few companies worldwide to have an approved set of Processor Binding Corporate Rules (or "BCRs"). BCRs are a set of internal data protection policies that govern personal data processing within a multinational group. Under its BCRs, Workday can share the Personal Data it processes on behalf of its customers within its group in compliance with EU data protection laws. A list of enterprise cloud applications covered by the BCRs is provided in the Addendum of the DPE. The BCRs are accessible on Workday's website at http://workday.com/legal/bcrs.html.

Standard Contractual Clauses

Workday uses the European Commission's processor-to-processor Standard Contractual Clauses (Commission Implementing Decision 2021/914 of 4 June 2021) ("SCCs"). Workday has an Intra-Group Data Transfer and Processing Agreement ("IGDTPA") in place which incorporates the SCCs and reflects the data protection obligations agreed directly with our customers. Workday customers may also enter into the controller-to-processor SCCs directly with Workday, Inc.

The UK's Information Commissioner Office has validated the European Commission's SCCs as an equal alternative to the UK international data transfer agreement ("UK IDTA"). This simplifies the position for businesses that process UK Personal Data. For consistency across our customer base, we implement the SCCs via the ICO's "UK Addendum" as opposed to the UK IDTA within Workday's IGDTPA.

How does Workday assist customers in conducting transfer impact assessments (TIAs)?

Workday has conducted transfer impact assessments in line with the recommendations issued by the European Data Protection Board. Workday has published a comprehensive TIA Whitepaper to assist customers who choose to perform their own TIAs in connection with their use of Workday's enterprise cloud applications.

General Data Protection Regulation

What is the General Data Protection Regulation?

The General Data Protection Regulation (the "EU GDPR") is a European data protection law that took effect on May 25, 2018. The EU GDPR sets a global standard for data protection compliance by implementing strict requirements on how organisations handle and protect personal data. Following Brexit, section 3 of the European Union (Withdrawal) Act 2018 brought the EU GDPR into UK law (the "UK GDPR"). For the purpose of our relationship with our customers, at this time, they do not differ in substance so we refer to both laws collectively as "GDPR".

We are committed to supporting our customers' journey to compliance with the GDPR when they use Workday's enterprise cloud applications.

How does Workday assist its customers in fulfilling their obligations to respond to data subject requests under Chapter III of the GDPR?

Workday offers a suite of configurable features to help customers respond to their workers' requests to exercise their data protection rights such as requests to access, correct, delete or restrict the processing of their Personal Data and comply with data portability requests under the GDPR.

What technical and organisational measures has Workday implemented to protect Personal Data?

Workday has implemented robust technical and organisational measures designed to protect our customers' Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.

However, data security is a shared responsibility. Our customers are responsible for implementing and maintaining privacy protections and security measures for components of the Workday enterprise cloud applications that they control.

Workday is certified to various industry standards such as ISO 27001, 27017, and 27018. See Workday's SOC 2 reports for more information on our technical and organisational measures.

Furthermore, Workday adheres to the EU Cloud Code of Conduct ("EUCoC") which provides independent third-party verification of Workday's technical and organisational measures. According to Article 28 (5) of

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the EU GDPR, adherence to a Code of Conduct can be used to demonstrate that sufficient guarantees have been made to implement appropriate technical and organisational measures as a processor. Workday's adherence report can be accessed at https://eucoc.cloud/en/public-register/list-of-adherent-services/.

How does Workday assist its customers fulfilling their obligation to notify personal data breaches?

Under the GDPR, controllers must notify the competent data protection supervisory authority without undue delay and, where feasible, not later than 72 hours after becoming aware of a personal data breach, unless the breach is unlikely to result in a risk to the rights and freedoms of natural persons.

Workday maintains incident response policies and plans, including a security incident policy, an incident response plan and a breach disclosure plan. If Workday becomes aware of a personal data breach affecting our customers' Personal Data, Workday will notify our customers without undue delay and assist our customers to meet their personal data breach notification obligations by providing the relevant information regarding the personal data breach.

How does Workday assist its customers with the GDPR requirements to conduct data protection impact assessments and prior consultations in relation to their use of a Workday enterprise cloud application?

To help identify risks to individuals' rights, Article 35 of the GDPR requires controllers to carry out a Data Protection Impact Assessment ("DPIA") if a specific processing activity is likely to result in a "high risk" to the rights and freedoms of an individual.

Where customers require additional information from Workday to carry out a DPIA in relation to their use of our enterprise cloud applications, they can rely on the information in Workday's applicable audit reports and certifications. In addition, our customers can request Workday's assistance.

Does Workday's DPE meet the GDPR requirements for a data processing agreement?

Workday's DPE addresses the specific data processing agreement requirements laid out in Article 28 of the GDPR. The quick reference checklist below identifies each of the specific requirements of Article 28 GDPR and matches them against the relevant sections of Workday's DPE.

GDPR Requirement		DPE
Art.28 (3)	Subject-matter and duration of the processing, the nature and purpose of the processing.	Sec. 2.4
Art.28 (3)	Type of personal data and categories of data subjects.	Sec. 2.4
Art. 28 (3) (a)	Processor processes the personal data only on documented instructions from the controller.	Sec. 2.2
Art.28 (3) (b)	Persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.	Sec. 5
Art.28 (3) (c)	Processor has taken all measures required pursuant to Article 32 (Security of Processing).	Sec. 7
Art.28 (3) (d)	Processor respects the conditions referred to in paragraph 2 and 4 for engaging another processor.	Sec. 3

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Art.28 (3) (e)	Processor assists the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to requests for exercising the data subject's rights.	Sec. 4
Art. 28 (3) (f)	Processor assists the controller in ensuring compliance with the obligations pursuant to Articles 32 to 36.	
	Article 32 (Security of processing)	Sec. 7
	Article 33 (Notification of a personal data breach to the supervisory authority) Article 34 (Communication of a personal data breach to the data subject)	Sec. 6
	Article 35 (Data protection impact assessment) Article 36 (Prior consultation)	Sec. 9
Art. 28 (3) (g)	Processor will, at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services.	Sec. 10
Art.28 (3) (h)	Processor makes available to the controller all information necessary to demonstrate compliance with the obligations laid down in this Article and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.	Sec. 8

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Universal Security Exhibit

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data and is incorporated by reference into the relevant Call-Off Contract between Workday and Customer entered into under the G-Cloud 15 Framework and forming part of the Supplier Terms thereunder. Capitalised terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

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

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorised or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated. Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training**. Mandatory employee security awareness and training programs, which include:

a) Training on how to implement and comply with its information security program; and

b) Promoting a culture of security awareness.

2. **Access Controls**. Policies, procedures, and logical controls:

a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorised persons;

b) To prevent those workforce members and others who should not have access from obtaining access; and

c) To remove access in a timely basis in the event of a change in job responsibilities or job status.

3. **Physical and Environmental Security**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorised individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.

4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.

5. **Contingency Planning**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.

6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.

7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.

8. **Storage and Transmission Security**. Security measures to guard against unauthorised access to Covered Data that is being transmitted over a public electronic communications network or stored electronically

9. **Secure Disposal**. Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed

10. **Assigned Security Responsibility**. Assigning responsibility for the development, implementation, and maintenance of its information security program, including:

a) Designating a security official with overall responsibility; and

b) Defining security roles and responsibilities for individuals with security responsibilities.

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

12. **Monitoring**. Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:

a) Reviewing changes affecting systems handling authentication, authorisation, and auditing;

b) Reviewing privileged access to Workday production systems processing Covered Data; and

c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

13. **Change and Configuration Management**. Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:

a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;

b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and

c) A process for Workday to utilise a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:

Cross-site request forgery

Services scanning

Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)

XML and SOAP attacks

Weak session management

Data validation flaws and data model constraint inconsistencies

Insufficient authentication

Insufficient authorisation

14. **Program Adjustments**. Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:

a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;

b) Security and data privacy regulations applicable to Workday; and

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

Workday Universal Professional Services Agreement

This Universal Professional Services Agreement ("PSA") is between the Workday entity identified on the Signature Document or Statement of Work ("Workday") and the legal entity signing the Signature Document or Statement of Work referencing this PSA ("Customer"). The parties agree as follows:

1. **Terms of the MSA, Interpretation**. This PSA incorporates the terms and conditions of the MSA and modifies them to apply to this PSA and the Professional Services as explained in the table below; however, this PSA is a separate and independent agreement and does not amend the Agreement.

MSA Term	Meaning in PSA
MSA, Agreement	PSA
Service	Professional Services
Order Form	SOW
Fees, Subscription Fees	Professional Services Fees
Customer Content	Professional Services Data
Signature Document (in "Taxes" clause)	the applicable SOW

Capitalised terms that are used in this PSA but not defined have the same meanings as in the MSA or DPE, as applicable. "Service" within this PSA keeps its original MSA meaning. If this PSA refers to a clause title that is not in the MSA, the reference will apply to the corresponding content of the MSA. The SLA and Service Credits do not apply to this PSA or to Professional Services. Other replacement terms are defined elsewhere in this PSA. In the event of a conflict between a SOW, this PSA, and the MSA, the order of precedence is: (a) the SOW, (b) this PSA, and (c) the MSA.

2. **Provision of Professional Services**. Workday will provide the Professional Services and each party will perform its respective obligations as provided in this PSA and the applicable SOW. No changes to a SOW will be effective until the parties sign a mutually agreed document specifying the changes (a "Change Order")

3. **Invoices and Payment**. The MSA's "Invoices and Payment" clause applies to this PSA, excluding the sentence that provides that Order Forms are noncancellable and payments are non-refundable. Except for amounts subject to a reasonable and good faith dispute, if a payment is more than 30 days past due and Workday has provided at least 30 days' prior written notice to Customer, Workday may suspend the Professional Services, without liability to Customer, until such amounts are paid in full.

4. **Customer Obligations**. Customer has sole responsibility for: (a) obtaining and verifying it has all authorisations, consents, and rights necessary for Workday and its subcontractors to Process Personal Data and use any Customer-Provided Material as reasonably required to perform Workday's obligations hereunder; (b) the accuracy, quality, and legality of all Professional Services Data and Customer-Provided Material provided or made available to Workday to use in performing its obligations hereunder; and (c) ensuring compliance with this PSA, each SOW, and the AUP by its Affiliates, Authorised Parties, and contractors, and any breach of this PSA or SOW by any of the foregoing will be deemed to be a breach by Customer. Customer will not use any Workday Property in violation of Laws.

5. **Proprietary Rights**. The MSA's "Workday Ownership" clause is replaced in this PSA by the clause below:

"**Workday Ownership and Customer Licence**. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title, and interest to the Workday Property. Workday grants Customer a royalty-free, non-exclusive, non-sublicensable, and non-transferable (except as permitted by the MSA's "Assignment" clause) licence to use the Workday Property incorporated into any Deliverable or Workday-developed Custom Integration solely for the internal business purposes of Customer and its Affiliates in connection with their authorised use of the Service as set forth in the Agreement (the "Licence"). Excluding the express rights granted in the Licence, with respect to any Workday Property, Customer will not engage, directly or indirectly, in any of the activities prohibited in the MSA's "Restrictions" clause."

6. **Warranty.** This clause replaces the MSA's "Warranties" clause in this PSA but not the "Disclaimer" clause. Each party warrants that it has the authority to enter into this PSA and, in connection with its performance of this PSA, will comply with all Laws. Workday warrants that it will perform the Professional Services with reasonable skill and care using competent and qualified staff (the "Professional Services Warranty"). If Workday breaches thProfessional Services Warranty, Workday will correct the deficiencies identified in the affected Deliverables or re-perform the deficient Professional Services at no additional charge to Customer, provided Customer gives Workday written notice of the deficiencies within thirty (30) days of delivery or performance by Workday but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. If unable to correct a deficiency after good faith and reasonable endeavours, Workday will refund the amount paid for the deficient portion or reduce the unpaid Professional Services Fees by such amount. This clause states Customer's exclusive remedy and Workday's sole liability for any breach of the Professional Services Warranty.

7. **Use of Subcontractors**. In the course of providing the Professional Services, Workday is permitted to subcontract to any of the subprocessors on Workday's website (https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). Workday is permitted to provide information Workday receives in connection with the SOW to the applicable Subcontractor(s) for the purpose of performing the Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor in connection with its performance hereunder to the same extent as if the acts and omissions were performed by Workday.

8. **Protection and Security of Professional Services Data**. The relevant terms of the DPE, the Security Exhibit, and any Business Associate Exhibit apply to this PSA.

9. **Indemnification**. The MSA's "Indemnification" clause applies to this PSA, subject to the following modifications:

9.1 In addition to the exclusions to indemnification set forth in the MSA, Workday will have no liability for the Claims or Losses to the extent they arise from Workday's use of Customer-provided Material as directed by Customer or as reasonably required or appropriate under the applicable SOW. Customer's obligation to defend Workday hereunder includes the defence of third-party Claims against Workday arising from such use of any Customer-provided Material.

9.2 If Customer is prevented from using a Deliverable or Workday reasonably believes it will be prevented (other than arising from Workday's permitted use of Customer-provided Material), as Customer's sole remedy for Workday's infringement, Workday may, at its sole option: (a) obtain for Customer the right to continue to use the Deliverable; (b) replace or modify the Deliverable so that it is no longer infringing; or (c) if neither of the foregoing options is reasonably available to Workday, refund any fees paid by Customer for such Deliverable and either party may terminate the applicable SOW or this PSA.

10. **Limitation of Liability**. The MSA's "Limitation of Liability" clause applies to this PSA except that (a) the General Cap of this PSA will not exceed the Professional Services Fees paid or payable for the Professional Services performed under the SOW from which the Claim arose; and (b) any damages awarded to a party under the Enhanced Cap of this PSA (up to 24 months of applicable Subscription Fees under the MSA) will

decrease on a like-for-like basis the damages available to be awarded to that party under the Enhanced Cap of the MSA.

11. **Term**. This PSA is effective from its Effective Date through the Term of the MSA unless earlier terminated as provided herein.

12. **Termination**. This clause replaces the MSA's "Termination" clause in this PSA.

12.1 **Termination without Cause**. Unless agreed by the parties in a SOW, Customer may terminate this PSA or any SOW at any time by giving Workday fifteen (15) days' prior written notice of termination.

12.2 **Termination for Cause**. Either party may terminate this PSA or any SOW for cause (a) as provided in the MSA's "Termination" clause, or (b) as provided in the applicable SOW. If: (i) Customer repeatedly fails to timely perform its obligations under this PSA or such SOW, or (ii) the data or information provided by Customer to Workday is materially inaccurate or incomplete, Workday, in good faith, may determine that Customer's breach is material and not capable of cure.

12.3 **Effect of Termination**. The terms of this PSA survive termination, except for Workday's obligations to provide Professional Services and to maintain insurance. Terminating this PSA simultaneously terminates all SOWs hereunder, unless expressly agreed by the parties in writing. If the parties so agree, the terms of this PSA will continue to apply to that SOW until it is terminated or completed. Upon termination of this PSA or any SOW, Workday will promptly cease performance of all Professional Services under the terminated SOW(s) and Customer will pay Workday for all Professional Services performed and all T&E incurred up to the effective date of termination. If Customer terminates a fixed fee SOW, any unpaid Professional Services Fees that are not covered by a prior invoice will be invoiced on a time and materials basis. Notwithstanding any other provision herein to the contrary, no termination or breach of this PSA or any SOW hereunder by either party for any reason will terminate or give either party the right to terminate any part of the Agreement or to seek or collect damages thereunder.

13. **Deletion of Professional Services Data**. Workday will delete the Professional Services Data by deleting Customer's files on the applicable File Transfer Server. Workday is not required to remove copies of the Professional Services Data from its backup files until such time as the backup files are scheduled to be deleted and will continue to protect such Professional Services Data in accordance with this PSA until it is deleted. This clause replaces the MSA's "Retrieval of Customer Content" clause in this PSA.

14. **PSA Additional Terms**. The PSA Additional Terms in Schedule 1 attached hereto are incorporated into this PSA and, in the event of a conflict, control over any conflicting clauses contained in the body of this PSA.

15. **Definitions**. The following definitions apply to this PSA.

"**Custom Integration**" means any integration or connector between a third party application or service provider and the Service developed by (a) Customer or a third party ("**Customer-provided Custom Integration**"), or (b) Workday pursuant to a SOW (a "**Workday-developed Custom Integration**"). Custom Integrations are deployed (except as expressly provided in a SOW) and supported by Customer and are not part of the Service.

"**Customer-provided Material**" means any requirements, specifications, standards, data, information, or other material that are contained or referenced in a SOW and provided by or on behalf of Customer for Workday to use in performing the Professional Services under the SOW.

"**Deliverables**" means any workbooks, reports, analyses, training materials, workflows, integrations, or other material identified as a Deliverable in the applicable SOW.

"**Effective Date**" of this PSA means the earlier of the Effective Date identified in this PSA or on the Signature Document that references this PSA, or the Effective Date of the first Statement of Work.

"**File Transfer Server**" means a Workday-provided server designated for transferring Professional Services Data between Customer and Workday.

“**MSA**” means the Universal Main Subscription Agreement or the primary subscription agreement between Customer and Workday or a Workday Affiliate.

“**Professional Services**” means the professional services and any Deliverables to be provided by Workday as specified in a SOW.

“**Professional Services Fees**” means the amounts to be paid for Professional Services as set forth in the applicable SOW.

“**Statement of Work**” or “**SOW**” means each separate statement of work fully executed by the parties that refers to this PSA.

“**Tenant**” is a type of Instance.

"Workday Property" means any Deliverables or Workday-developed Custom Integrations (excluding any Customer Confidential Information contained therein), or software, documentation, recommendations, ideas, techniques, know how, methodologies, designs, programs, tools, processes, workflows, templates, integrations, connectors, training, specifications, configurations, domain names, information, material and enhancements developed at any time by Workday (alone or co-developed with Customer), and all associated Intellectual Property Rights.

Professional Services- Frequently Asked Questions

Thank you for reviewing Workday's Professional Services Agreement (the "**PSA**"). As you review the PSA, we hope this FAQ will help you better understand what is being purchased under the PSA and how Workday's Professional Services model works. This FAQ does not form part of the PSA or any contract and is provided for informational purposes only, even if not deleted from the executed PSA.

1. What Professional Services does Workday perform?
Workday performs Professional Services only to deploy, configure, and support a customer's use of the Workday Service (software as a service products). Further, Workday does not customize or modify the Workday Service because all customers share a platform and single version of the Service.

2. Why is a PSA needed in addition to the MSA?
Workday provides only the Service and related support under the MSA. The PSA documents the general terms under which a customer may purchase Workday's Professional Services. The scope of each Professional Services engagement is described in an SOW (statement of work). To streamline your review of the PSA, Workday has incorporated into the PSA those terms of the MSA that can be applied to Professional Services. In addition, the PSA contains other terms that are customary and appropriate for Professional Services engagements. Due to the very different nature of what is provided under each agreement, the two agreements are independent.

3. Who owns the deliverables provided by Workday under the PSA?
Customers own the data they provide for use in the Service and their Confidential Information that may be included in any deliverable. Workday owns the other portions of the deliverables (such as configurations, methodologies, and integrations) because Workday's business model relies on there being only one version of the Service provided to all Workday customers as part of the one-to-many SaaS model. Customers receive a licence to use the Workday-owned deliverables.

4. How does Workday protect our customers' data?
Workday maintains a comprehensive security programme and monitors, evaluates, and adjusts this security programme in light of changing technology and the changing legal and business environments in which it operates. At the end of each professional services engagement, Workday deletes the data that was used to provide the professional services, except that any of the data loaded into the Service will remain in the Service.

5. Why does Workday only use its own tools to perform services?
Workday's privacy and security commitments, as well as our pricing, are based on the use of the Workday methodology, tools, and environment. Customers' tools and processes are not optimized for the Workday methodology and utilising your systems slows the performance of the Professional Services, increases costs, and adds unnecessary security risks.

6. Does Workday use subcontractors?
Workday may use third-party subcontractors to perform Professional Services. Any subcontractor that Workday engages to process our customers' Personal Data is subject to information security and data protection obligations consistent with those described in the USE and UDPE. Workday is responsible for the acts and omissions of its subcontractors. A current list of Workday subprocessors is located at https://www.workday.com/en-us/legal/subprocessors.html.

7. What is Workday's liability for data breaches?
Workday's liability under the PSA is tied to the cost of the services being purchased. This is consistent with Workday's approach in the MSA. As with the MSA, Workday provides robust remediation for data breaches caused by Workday's breach of the PSA.

Statement of Work- Launch Flex

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	[Insert PSA Effective Date] **OR** See the PSA/Signature Document executed herewith **OR** The SOW Effective Date
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached or referenced
Currency	Currency
Project Name	Project Name ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region Zip/Postal Code** **Country**		
Phone		
Email (Required)		

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town, State/Province/Region Zip/Postal Code** **Country**	[Insert Address if not in Customer's home country]

1. Workday will perform the Professional Services and deliver the Deliverables identified in this SOW based upon the total Professional Services Fees and the invoice schedule set forth below.
2. Workday will perform the Professional Services and deliver the Deliverables identified in this SOW based upon the fees set forth in the Order Form to which this SOW is attached or that references this SOW.
3. Invoice Table

Payment Number	Invoice Date	Invoice Total
1	SOW Effective Date	
2	[DATE]	
3	[DATE]	
Total Professional Services Fees*		**[TOTAL FEES]**

*Does not include T&E (as defined in the Launch Flex SOW Program Terms). T&E may be approved by email.

4. Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com.

5. For Customers contracting with Workday Australia Pty Ltd only. All prices and amounts stated in this SOW are exclusive of any applicable GST, or any other applicable value added tax payable by the recipient, and will be added to the price pursuant to the clause applicable to taxes, in the PSA. For the purposes of this SOW, any terms used which have meanings under the A New Tax System (Goods and Services Tax) Act 1999 (Cth), including the term "GST", will have the same meanings as given under that Act.

Attachments to Statement of Work ("Attachments")*	Type
Launch Flex SOW Program Terms	Hosted Terms
Professional Services Scope ("SOW Scope Attachment")	Attached Terms
Change Management Professional Services	Hosted Terms
Data Transformation Professional Services	Hosted Terms
Expert Assist Professional Services	Hosted Terms
Test Lead Professional Services	Hosted Terms
Project Management Operations (Full) Professional Services	Hosted Terms
Project Management Operations (Advisory + Support) Professional Services	Hosted Terms
Project Management Operations (Advisory) Professional Services	Hosted Terms
Analytics Strategy (Reporting) Professional Services	Hosted Terms
Technical Services Standards	Hosted Terms
Additional Terms for Professional Services Addendum or Consulting and Training Addendum	Hosted Terms

* Some Attachments also may be referred to as an "Appendix" to the SOW.

This Statement of Work ("**SOW**") includes this [Signature/Summary Document] ("[**Signature/Summary Document]**") and the Attachments listed above and is governed by the terms of the PSA. By executing the [Signature/Summary Document], the undersigned agree that they are duly authorized signatories of the parties. "**Hosted Terms**" means the Attachment is located on the [Workday universal terms and conditions webpage (currently at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html)] **OR** [Workday terms and conditions webpage (currently at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html)] ("**Workday Terms Webpage**") or other URL identified in this SOW or provided by Workday in writing. All other Attachments are referred to as the "**Attached Terms**."

In the event of a conflict among the terms of the PSA, this [Signature/Summary Document], and the various Attachments to the SOW, the order of precedence with respect to the terms of each is (1) this [Signature/Summary Document], (2) the SOW Scope Attachment, (3) any Hosted Terms and Attached Terms not expressly named in this section (regarding their respective subject matter), (4) the Launch Flex SOW Program Terms, and (5) the PSA.

In the event of a conflict among the terms of the Order Form, the MSA, the PSA, this [Signature/Summary Document], and the various Attachments to the SOW, the order of precedence with respect to the terms of each is (1) this [Signature/Summary Document], (2) the Order Form (with respect to the invoicing and payment terms and amounts and rights and remedies for Customer's breach thereof), (3) the SOW Scope Attachment, (4) any Hosted

Terms and Attached Terms not expressly named in this section (regarding their respective subject matter), (5) the Launch Flex SOW Program Terms, (6) the PSA, and (7) the MSA.

6. Interpreting PSA and SOW Terms. The terms of the PSA and the SOW are interpreted as set forth below.

6.1 Financial Terms. Customer's payment obligations for the Professional Services Fees due under the SOW are set forth in the Order Form and this clause. Customer will pay for mutually agreed Change Orders and Amendments to this SOW that increase the Professional Services Fees as such fees become due as provided in the PSA. Any credits due to Customer for a mutually agreed Change Order or Amendment will be applied to the payment schedule in the Order Form. For a Change Order or Amendment that documents a material Project scope reduction, Workday will hold any credit due to Customer for up to twelve (12) months from the effective date of the Change Order or Amendment, and Customer may apply the credit only to future Professional Services. Any credit that is not used by the end of the twelve (12) month period automatically will terminate and no compensation will be provided for such unused credit.

6.2 Termination.

(a) Notwithstanding anything to the contrary in the PSA or the Launch Flex SOW Attachment to the SOW, either party may terminate the SOW only for cause as provided in the PSA (including the reasons provided for immediate termination). If, as of the effective date of termination, Customer is entitled to any refund of fees paid under the Order Form attributable to unperformed Professional Services, Workday will apply the refund as a credit towards Customer's next invoice for fees due under the Order Form. Customer must pay Workday within thirty (30) days after the date of termination for all outstanding undisputed invoices for T&E and separately invoiced Change Orders incurred up to the cessation of such Professional Services. Termination of the SOW will not relieve Customer of any obligations to pay fees due under the applicable Order Form for the Service, either before or following the effective date of termination of the SOW.

(b) Unless a party first terminates the SOW as set forth above, the SOW automatically terminates upon the earlier of: (i) the termination of the Order Form or the PSA, (ii) the completion of the Professional Services performed hereunder or (iii) the end of a fixed term, if any, set forth in the SOW.

(c) Notwithstanding any contrary provision in the PSA or the SOW, no breach of the PSA or the SOW by either party for any reason will be deemed to be a material breach of, or give either party the right to terminate or to seek or collect damages under, the MSA or any Order Form.

7. Processing and Security of Personal Data. If Customer did not agree to Workday's Universal Security Exhibit, the Security Exhibit (as defined in the SOW) will apply to this SOW. If Customer did not agree to Workday's Universal Data Processing Exhibit, the DPE (as defined in the SOW) will apply to the processing of Personal Data under the SOW.

8. Changes to Attachments.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"). If this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

Launch Flex SOW Program Terms Attachment

1. Launch Flex SOW Program.

1.1 The Launch Flex SOW Program (the "**Program**") is a prescribed program of Professional Services using Workday's standard deployment methodology, including Workday's business process framework, systems, tools, security roles, and other attributes. A description of the Project stages is provided in the SOW Reference Guide. This Launch Flex SOW Program Terms Attachment summarizes the standard Program terms and are subject to the order of precedence set forth in the Summary Document or Signature Document, as applicable. The parties' respective obligations and the Professional Services Fees are based on the terms of the Program and the SOW.

1.2 The SOW describes the Professional Services that Workday will perform for Customer under the Program. Workday has no obligation to perform any services that are not expressly described in the SOW unless the parties enter into a Change Order. Each Change Order is incorporated into the SOW upon execution.

2. Program Methodology.

2.1 Performance. Each party will timely provide knowledgeable resources to complete Program obligations and will use commercially reasonable efforts to meet its respective obligations in the SOW. Workday will perform the Professional Services remotely (unless expressly agreed by the parties in writing) during common business hours in the locations where such services are performed, except as mutually agreed by the parties and excluding holidays as observed or permitted to be observed by either party.

2.2 Customer Requirements. Customer is solely responsible to determine if the Professional Services as set forth in the SOW satisfy Customer's business, legal, security, and other requirements and compliance obligations.

2.3 Project Governance. Each party will assign a Project Manager to manage the Project. Either party may escalate issues that are not timely resolved by the Project teams to Customer's Project Manager and Workday's Engagement Manager then, if not resolved, to the Steering Committee.

2.4 Steering Committee. The Steering Committee will include, as applicable to the Project, the Customer Executive Sponsor, Customer Project Manager, Workday Executive Sponsor, Workday Project Director or Engagement Manager, and Workday PMO Executive (if Workday PMO Services are in scope). The Steering Committee is empowered to resolve issues that are not resolved at the Project level and will meet on a regular basis. In addition, the Steering Committee will drive alignment with business objectives; monitor Project financials, timeline, and resource staffing; review and provide guidance for risk mitigation plans; and review and approve Change Orders or authorize other actions to timely resolve Project escalations.

2.5 Project Roles. Descriptions of the Project roles are located in the SOW Reference Guide. Depending on the Project, some roles may not apply and multiple roles may be fulfilled by a single resource.

2.6 Single Sign-On. If required, Customer will complete and enable single sign-on ("**SSO**") connections from Customer's existing system(s) to the Service before Project start.

2.7 Data Transfers. The parties will use a File Transfer Server to load Professional Services Data into and retrieve Professional Services Data from the Service.

2.8 Legacy Data Conversion. Customer will extract data from its legacy systems, vendors, and/or applications in scope and correct and/or remove inaccurate, duplicate, or irrelevant records. With Workday guidance, Customer will populate the extracted and cleaned data into the Workday's data conversion template, load the data into the File Transfer Server or Instance, and verify the completeness and accuracy of the data. Workday will assist Customer to identify issues within extracted data located in the File Transfer Server or Instance. Customer will resolve all issues related to the extracted data. Workday will rely on the data verified or corrected by Customer.

2.9 Rights to Use. Prior to providing (or making available) any data, information, or material to Workday, Customer will have obtained the rights for Workday to use Customer Content and other Customer-provided data, information, and/or material as appropriate for Workday to perform its obligations under the SOW.

2.10 Standard Business Process Framework. The SOW is based on all of Customer's organizations in scope, including manager and employee self-service users, using a standardized business process framework. Workday will use its preconfigured processes as a starting point for all process configuration.

2.11 Customer Systems. Use of any Customer-provided or -required systems, tools, and/or devices (collectively, "**Customer Systems**") is subject to Workday's internal review and written approval, which may be withheld in Workday's sole discretion for security and other reasons, except to the extent required by Law. If Workday's use of Customer Systems results in changes to the scope of work, schedule, and/or fees, the parties will execute a Change Order and/or an amendment to Customer's PSA. Workday does not test, monitor, or control Customer Systems and therefore cannot comply with certain of Workday's data processing and security obligations to the extent it uses such systems.

2.12 Testing, Security Requirements. Customer will create and implement any required test strategy and user test scenarios and for completing hands-on testing activities and validations. Customer is responsible for all security configuration compliance and should thoroughly test using diverse personas for user access and visibility. Customer is solely responsible for understanding the effects of the Professional Services (including configuration changes) on Customer's security requirements and for satisfying such requirements.
2.13 Post-Production. Customer will create, deploy, and maintain a Production support model, including defined roles, responsibilities, and processes, for use of the Service following the move to Production. Customer will undertake responsibility for functional and technical configurations of the Service from the Production Date.
2.14 Subcontractors. Workday is permitted to subcontract to any of the subprocessors on Workday's website (https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). Workday is permitted to provide SOW information to the applicable Subcontractor(s) to enable them to perform Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.
2.15 Project Collaboration Tools. To facilitate communication and testing, the parties may input limited data, screenshots, or other content from Customer's Instance or File Transfer Server into third-party project management or collaboration tools (e.g., Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Customer Content.
2.16 Documentation and Recording. Workday is not required to document the results of, or record, any sessions or calls that occur during the SOW Term. Subject to Customer's compliance with applicable law, prior to a call or session, Customer may state its intention to record the call or session, in which cases Customer must provide the platform for the call and recording. Notwithstanding the foregoing, if Customer is subject to any form of public records requirements (e.g., Sunshine Acts, Open Records Acts, Freedom of Information Acts), Customer will not record any session or call hereunder. All recordings are subject to the confidentiality and nondisclosure terms of the PSA and may be used by Customer solely for its internal business purposes. A copy of any recording will be provided to Workday upon request. Any Confidential Information contained in a recording remains the exclusive property of the applicable party. No recording is a Deliverable or will modify or amend the SOW or any other agreement between the parties.
2.17 Change Order Process. If either party desires to change the terms of the SOW, the parties will first discuss and scope the proposed change. If the parties mutually agree to the change, Workday will provide to Customer a Change Order containing the agreed terms. Change Orders will be valid for fifteen (15) business days (unless extended by Workday in writing) from the date Workday provides the Change Order to Customer and will automatically expire if not executed by Customer within that period. Neither party will have any obligation to perform any change until they enter into a Change Order. Change Orders that include modified fees will be subject to a separate payment described in the Change Order.
2.18 Delays. Delays in a party's performance may delay the other party's performance. Each party will continue to timely perform its non-delayed obligations to the extent reasonable. Delays caused by incorrect or incomplete Customer-provided information or Customer's failure to timely meet obligations may result in schedule delays and/or other impacts to the Project scope and fees. A delay or failure of a party to meet its obligations may result in a pause in performance until the parties have reached mutual agreement and re-engaged necessary resources.
2.19 Exclusions; T&E. Without limiting the generality of clause 1.2, the SOW does not include any of the following, except to the extent expressly set forth in the SOW (including any Change Order): (a) any updates, changes, or modifications to a non-Workday system or environment; (b) any fit-gap, deep-dive, or legal review or analysis of Customer's business or compliance requirements or existing systems; (c) resolution of issues arising from data as extracted from Customer's data sources or legacy systems; (d) Instances; (e) modification of Workday's security roles, pre-configurations, or business process framework or use of any of the foregoing for less than Customer's organization in scope; (f) more than one standard workflow per business process in each functional area; (g) more than one standard business process framework for all countries in scope; (h) customization of any configured localization country attributes (e.g., currency, ethnicity, visa types); (i) change management services; (j) test script support; (k) training solutions for languages; (l) training or credits that can be applied to purchase training; (m) changes related to the platform or systems of Customer and/or its vendors and suppliers, except with respect to Workday-supported integrations; (n) access Customer or third party source systems or requests for data from third parties; or (o) travel or T&E, unless mutually agreed by the parties in writing (email is sufficient). T&E is not included in the Professional Services Fees. Workday will invoice Customer for T&E on a monthly basis as incurred.
3. Project Scope. The details of the Project and SOW scope are further described in the SOW Scope Attachment to the SOW. Some of the following terms apply only if the associated activity is described in the SOW Scope Attachment.

3.1 Employee Counts. "**Employee Count**" means the aggregate number of Customer's active employees, retired employees, terminated employees, and contingent workers set forth in the SOW Scope Attachment, if applicable. Any change to the Employee Count under the SOW does not modify any Employee Count for purposes of the MSA.
3.2 Countries in Scope, Languages, and Localizations.
3.3 Post-Production Support.
4. Reporting.
Reporting Complexities Definitions.
5. Integrations and Connectors.
5.1 Integration Support.
5.2 Integration Testing and Deployment.
6. Definitions. Capitalized terms used in the SOW have the respective meanings applied to such terms in the MSA, DPE, or PSA, as applicable. The following definitions apply to the SOW.
"**Covered Data**," if not defined in the DPE, means (i) Customer Content or (ii) Professional Services Data.

"**Custom Integration**" means any integration or interface between any third party application or service provider and the Service that are developed by (a) Customer or a third party acting on Customer's behalf pursuant to a separate third party agreement ("**Customer-provided Custom Integration**"), or (2) Workday pursuant to a SOW (a "**Workday-developed Custom Integration**"). Custom Integrations are deployed, maintained, and supported by Customer and are not part of the Service.

"**Customer Content**", if not defined in the DPE, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

"**Change Order**," means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**Dependent Project**" means any Customer project or initiative, including any outstanding request for information/proposal/quotation, merger, acquisition, or other project or initiative that may impact or be impacted by the Workday deployment.

"**Extended Design**," if in scope, includes design, testing, and knowledge transfer sessions that will identify and validate configuration decisions addressing Customer's specific requirements. Where configuration impacts multiple functional and/or technical (integration, data conversion, or reporting) areas, the Customer and Workday teams will hold cross functional sessions.

"**Including**" (regardless of capitalization) means including, without limitation.

"**Post-Production Support**" means the support provided by Workday deployment team members that supplements Workday Production Support and may include reasonable assistance, guidance, knowledge transfer, close-out activities, issue assistance and escalation, and/or other activities specified in the SOW.

"**Post-Production Support Period**" means the period (if any) specified in the SOW that begins at Production and during which Workday provides Post-Production Support.

"**Production Date**" means the actual date on which the deployed Service is first in Production.

"**Project Plan**" means the mutually agreed written plan provided by Workday to Customer outlining the deployment steps and timeline of the Project, as may be updated from time to time by mutual agreement of the parties.

"**RAID**" means the Risk Action Issue Decision log for the Project.

"**Responsible Party**" is the party primarily responsible for providing the deliverable and coordinating contributions from the Supporting Party.

"**Supporting Party**" is the party responsible for providing information and/or assistance to enable the Responsible Party to complete a deliverable (e.g., guidance, templates, instructions, expertise, data).

"**Service**," as used in the SOW, means a Service identified in the SOW Scope Attachment with respect to which Workday will perform Professional Services under the SOW (e.g., HCM, Financials, Peakon Employee Voice, Workday Adaptive Planning, Workday Strategic Sourcing, Evisort Contract Lifecycle Management, HiredScore, VNDLY).

"**SOW Reference Guide**" is currently located on the Workday Terms Webpage and provides reference material designed to help Customer understand certain terms and processes described in the SOW; provided however, that notwithstanding any provision in the SOW or other agreement between the parties to the contrary, the SOW Reference Guide does not form any part of the SOW.

"**Tailored Design**," if in scope, includes multiple sequenced design, testing and knowledge transfer sessions, to identify design elements, along with adjustments required to align with the Project scope and Customer's complexity. Where configuration impacts multiple functional and/or technical (integration, data conversion, or reporting) areas, the Customer and Workday teams will hold cross functional sessions.

"**Target Production Date**" (also "**Target Go-Live Date**") means the date in the Project Plan on which the deployed Service is targeted to be in Production.

"**T&E**" means travel, lodging, and related expenses reasonably incurred by Workday for mutually agreed travel for the SOW.

"**Tenant**" is a type of Instance.

Additional Terms for Workday Adaptive Planning Service. *This clause applies only when Workday Adaptive Planning and the applicable activities are expressly included in the SOW Scope Attachment.*

6.1 Workday Data Management for Workday Adaptive Planning. *This clause applies only when Workday Data Management for Workday Adaptive Planning is expressly included in the SOW Scope Attachment.*

(a) Workday will perform the following Professional Services: (a) lead meetings and working sessions to design and configure Workday Data Management; (b) provide guidance to Customer in completing the Customer Information Workbook; (c) configure Workday Data Management as defined in the Customer Information Workbook using the standard available functionality adhering to the following guidelines: (i) up to ten (10) business rules and transformations (e.g., concatenation of two fields) can be applied to the data extracted from each source; (ii) rules for determining which accounts to exclude and account sign reversal from import are account ranges or a list of accounts provided by Customer; and (iii) Currency conversion is excluded from Workday Data Management;

(b) Document the configuration by: (i) supporting data validation for three (3) months of history that is imported into the Service from Customer's Instance (ii) conducting a user walkthrough of the built solution and how to run/schedule jobs; and (iii) building Workday Data Management against the Production Instance.

6.2 Workday Adaptive Planning Integrations.

(a) Development of any Integration is contingent on data structures (e.g., Chart of Accounts, Organizational Levels and Dimensions) being stable in both the source system(s) and Customer's Planning Instance. Customer will build out all supporting structures (including accounts and sheets) that hold the information to be imported through the Integration under the SOW. Customer will verify the data structures operate accurately through initial manual data load prior to the Integration workstream kickoff. Workday will complete Workday's Integration Design Document ("**IDD**") and Customer will approve the completed IDD in writing before Integration development begins. During the Plan stage, Workday will complete design and requirements gathering based on the SOW scope and integration complexity.

(b) Workday will configure the Integration in scope using the currently available functionality within the Service. No customizations are in scope for the Project. Each Integration in scope for Workday Adaptive Planning extracts data from one (1) Instance of the source application(s) and imports data into one Customer Workday Adaptive Planning Instance. Customer must provide Customer Content organized in the source application(s) in standard (non-custom) designated objects.

6.3 Salesforce Integration to Workday Adaptive Planning. *This clause applies only for any Integration between Customer's instance of Salesforce and Workday Adaptive Planning expressly included in the SOW Scope Attachment.* Up to ten (10) objects contained in Customer's Salesforce instance are included in the SOW scope. Customer will expose the standard and/or custom objects in scope and provide Workday with access to them via a system user. Workday cannot import data from reports or data created from application integrations and or from objects that require a subquery.

6.4 Miscellaneous Terms for Workday Adaptive Planning Service.

(a) Customer may use only one primary source system for Customer's data management requirements (i.e., Customer's human capital management or financials solution). In addition, Customer is responsible for (i) making any modifications or corrections to Customer's configuration once it has been deployed under the SOW,

and (ii) creating and running advanced reports in Customer's Instance to export appropriate data for use in Customer's Planning Instance.

(b) *This clause applies only if Consolidation Professional Services are expressly included in the SOW Scope Attachment.* Workday will configure the consolidation model in the same Workday Adaptive Planning Instance(s) as Customer's planning model.

(c) *This clause applies only to Higher Education and Public Sector deployments*. Customer will manage budget transfers outside of Customer's Planning Instance(s).

(d) *This clause applies only if Customer subscribes only to Workday Adaptive Planning and does not subscribe to any other Workday Service*. If Customer Content is accessed using an API, only the fields exposed by the standard source system API will be extracted to Customer's Planning Instance(s). Workday will perform the extraction prior to Production and Customer will do so from and after Production. Workday has no obligation to provide maintenance, support, or updates to Customer in connection with any impact to an Integration resulting from changes made by Customer to any source system, including changes to its source system API(s).

7. Additional Terms for Workday Prism Analytics. *This clause applies only when Workday Prism Analytics is expressly included in the SOW Scope Attachment.*

7.1 Data Ingestion; Prohibited Data. Customer will ingest its files into Workday Prism Analytics per the methods described in Workday Community. Customer will not load any PCI or PHI data into, or use any such data with, Workday Prism Analytics.

7.2 Workday Prism Analytics Functionality. Workday will design and configure Workday Prism Analytics functionality as expressly provided in the SOW Scope Attachment. Workday will design the configuration of each component listed in the SOW Scope Attachment during the early stages of the Project. The use case(s) described in the SOW Scope Attachment are representations of areas of data analysis to be designed and configured. Workday and Customer will collaborate to determine the final list of use cases during the Plan and Architect & Configure stages of the Project, aligned to the Project scope set forth in the SOW Scope Attachment.

7.3 Knowledge Transfer. Workday will provide reasonable knowledge transfer to Customer for Workday Prism Analytics, which may include, as appropriate to the SOW Scope Attachment, solution Q&A, walkthrough, and product overview. Knowledge transfer activities do not include formal training offered through Workday Education or user guides or manuals.

8. Additional Terms for Peakon Extended or Peakon Premium Packages. *This clause applies only when the Workday Peakon Employee Voice Service ("**Peakon**") and the applicable activities are expressly included in the SOW Scope Attachment.*

8.1 Production. Production occurs when Customer launches the required Peakon survey during the Test stage.

8.2 Post-Production Support. Workday will provide Post-Production Support for Peakon from the Production Date until the first to occur of (i) the first anniversary of the Kick-off Meeting, (ii) Workday's delivery of all Deliverables for the Project; and (iii) the end of the Post-Production Support Period set forth in the SOW Scope Attachment. Customer is not entitled to any credit or compensation if the Post-Production Support Period set forth in the SOW Scope Attachment is shortened as provided in the preceding sentence.

9. Additional Terms for Workday Strategic Sourcing Service. *This clause applies only when Workday Strategic Sourcing ("**WSS**") and the applicable activities are expressly included in the SOW Scope Attachment.*

9.1 Report Building. Customer will build reports in Production and for operation and configuration of the WSS Production environment for the move to Production, leveraging the design decisions and architecture from the WSS Sandbox environment, and configuration workbook during deployment worksets.

9.2 Suppliers. Customer must onboard its selected suppliers into WSS and the Workday Financial Management Service ("**FIN**"). Customer will synchronize its suppliers before running the supplier contracts connector integration. In addition, Customer will synchronize its supplier contacts with their respective email addresses to attach the supplier contacts to the applicable supplier contracts. Customer is responsible for configuring Workday segmented security to launch and maintain supplier connector integrations.

10. Additional Terms for VNDLY. *This clause applies only when VNDLY and the applicable activities are expressly included in the SOW Scope Attachment.*

10.1 Post-Production Support. During any Post-Production Support Period specified in the SOW, Workday will conduct periodic meetings to review Production experience, review remaining deployment-related issues, or

transition to Workday support team. Workday will also conduct a meeting to transition day-to-day support from Professional Services to Workday Customer Success. Customer will provide initial support to its end users (including Customer's managers, contractors, and vendors, if needed), and will conduct additional end-user training session(s). Customer will gather, validate, and provide final approved delta worker files to VNDLY, as applicable, and will continue to execute change management plan based on a mutually agreed timeframe. Workday, with the support and participation of Customer, will conduct a post-Project review.

11. **Countries in Scope**.
12. **Project Timeline**
13. **Deployment Plan.**
14. **Project Activities and Scope**.
15. **Post-Production Support Period.**
16. **Functional Scope.**
17. **Data Transformation Project Scope**.
18. **Integrations in Scope Table**
19. **Worker Populations, Languages.**
20. **Workday Professional Services Global Deployment Attachment (SOW Scope Attachment)**

Workday Change Management Professional Services Attachment

1. Applicability. This Workday Change Management Professional Services Attachment applies to the SOW to which this Attachment is attached or associated.

2. Change Management Scope. The scope of the Change Management Professional Services described in this Attachment applies only to the timeline and functional scope outlined in the SOW Scope Attachment. The Change Management Professional Services are intended to accelerate end-user adoption of the Service. Organization design, standard operating procedure (SOP) development, operating model or job role redesign work, and support for related efforts are out of scope for the SOW.

3. Change Management Activities and Responsibilities.

Data Transformation Professional Services Attachment

1. Applicability. This Data Transformation Professional Services Attachment applies to the SOW to which this Attachment is attached or associated.

2. Data Transformation Scope.

3. Data Transformation Activity Table

4. Data Transformation Services.

Expert Assist Professional Services Attachment

1. Applicability. This Expert Assist Professional Services Attachment applies to the SOW to which this Attachment is attached or associated.

2. Terms of Expert Assist Professional Services.

2.1 General. Expert Assist is designed to support Customer by providing Professional Services performed Workday-certified personnel (each, a "**Specialist**") without requiring Workday project management support ("**Expert Assist**"). Expert Assist sessions may be reserved using Workday's designated reservation system ("**Workday Request System**") in increments of three (3) or more hours. The parties will use the Workday Request System to exchange all information and responses under this Attachment. Customer will assign an experienced Project Coordinator to manage Customer's roles and activities for all Expert Assist services requested and performed as part of the SOW.

2.2 Request and Acceptance Process.

(a) Each request for Expert Assist submitted by Customer will include the details and scope of the requested Professional Services, the Instance(s) in which Workday will perform Expert Assist, the maximum hours of Expert Assist authorized by Customer, and other information Workday may reasonably request in its Request Form ("**Request**"). Any additional Workday-requested information submitted by Customer also is part of the Request.

(b) Workday will provide a "**Request Confirmation**" to Customer that contains a description of the Expert Assist services and estimated number of Preauthorized Hours to perform them. Each Request Confirmation is valid for 14 days (as may be extended by Workday, "**Validity Period**"). If Customer does not accept or reject the Request Confirmation during the Validity Period, the Request Confirmation will lapse. If Customer rejects the Request Confirmation, Customer may withdraw the Request or provide additional information to Workday during the Validity Period to reach a mutually agreed Request Confirmation. Workday will have no obligation to perform any Expert Assist services until it receives Customer's acceptance of the Request Confirmation ("**Customer Acceptance**").

2.3 Requests for Changes. Customer may request changes to an existing Request and Workday will document any mutually agreed changes in an updated Customer Acceptance.

2.4 Estimated and Preauthorized Hours.

(a) The Preauthorized Hours in any Customer Acceptance are estimates only and not a guarantee that the expert Assist services can be completed within such timeframe. Workday will use commercially reasonable efforts to complete the applicable Export Assist services within the Preauthorized Hours in the Customer

Acceptance; provided, however, that Workday's inability to timely complete such services is not a breach of the SOW. Workday will notify Customer if additional Preauthorized Hours are required.

(b) Workday will decrement the Preauthorized Hours by the number of hours actually required to complete Expert Assist. If Customer does not have enough Preauthorized Hours to satisfy the hours required to perform the Professional Services authorized in any Request Confirmation, (i) Customer may purchase additional Preauthorized Hours by executing a Change Order for additional hours, (ii) the parties may modify the Request Confirmation, or (iii) either party may terminate the applicable Request Confirmation. If Customer does not have enough Preauthorized Hours to satisfy the hours actually used to perform the Professional Services, Customer will purchase sufficient additional Preauthorized Hours by executing a Change Order.

2.5 Personal Data. Customer will not include any Customer Content or other Personal Data in any Request, nor will Customer provide visual or other access to Customer Content or other Personal Data (other than Customer authorizing Workday's access to Customer's Instance as described in below) during the Expert Assist engagement. The Customer Acceptance constitutes Customer's instructions to Workday to Process Customer Data as required to perform the Expert Assist.

2.6 Applicable Workday Service. Customer may utilize Expert Assist only for the Workday Service SKUs to which it has subscribed. Products, functional areas, and/or features that are not in "generally available" status are not in scope. Customer must be in Production with the applicable Workday Service SKU, although the functionality and/or feature for discussion does not have to be currently deployed.

2.7 Scheduling. Workday does not guarantee the availability of Customer's preferred date, time, or requested Specialist.

2.8 Instance Access. Customer will provide the Specialist access to Customer's Production and implementation (i.e., non-production) Instances as reasonably required for Workday to perform Expert Assist. An Implementation Instances is not provided as part of the SOW but is required for Workday's performance of Expert Assist. Customer will provide the implementation Instance.

3. Expiration and Cancellation. Preauthorized Hours purchased under the SOW that are not used within twelve (12) months from the Production Date will expire automatically. Workday will not provide any refund, credit, or other compensation for expired Preauthorized Hours.

Workday Test Lead Professional Services Attachment
Project Management Operations (Full) Professional Services Attachment
Project Management Operations (Advisory & Support) Professional Services Attachment
Project Management Operations (Advisory) Professional Services Attachment
Workday Analytics Strategy (Reporting) Professional Services Attachment
Workday Technical Services Standards Attachment

workday

Additional Terms for Professional Services Addendum or Consulting and Training Addendum Attachment

1. **Applicability**. This Additional Terms for Professional Services Addendum or Consulting and Training Addendum Attachment applies to the SOW to which this Attachment is attached or associated.

2. **Interpretation**. Except as otherwise provided in the PS Document (as defined below) or the SOW, the terms of the MSA apply to the PS Document and the SOW as follows: (a) "MSA" and "Agreement" means "PS Document;" (b) "Service" in the PS Document means "Professional Services;" provided that the term "Service" as used in the SOW has the unmodified meaning set forth in the MSA; (c) "Order Form" in the MSA means the SOW; (d) "fees" and "Subscription Fees" in the MSA mean "Professional Services Fees;" (e) "Customer Content" in the MSA means "Professional Services Data;" and (f) "Signature Document" in the Tax clause of the MSA means the SOW. Any reference in the SOW to a clause title of the MSA or PS Document may refer to a similarly titled clause. This clause does not apply to the DPE, Security Exhibit, or Business Associate Exhibit. Neither the SLA nor any Service Credits apply to the SOW or to any Professional Services. Other replacement terms are set forth herein.

3. **Customer Obligations**. Customer will have sole responsibility for (a) the accuracy, quality, and legality of all Customer Content, (b) obtaining and verifying it has all authorizations, consents, and rights necessary for Workday to perform the Professional Services; and (c) ensuring compliance with the PS Document and the SOW by its Affiliates and Authorized Parties. Any breach of the SOW by Customer's Affiliates or Authorized Parties will be deemed a breach by Customer. Customer will take reasonable efforts to prevent unauthorised access to, or use of, the Service, and will notify Workday promptly of any unauthorised access or use. Customer will not: (1) use the Professional Services in violation of Law or the Documentation; (2) provide to Workday any infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy or other personal rights; (3) knowingly provide Malicious Code to Workday; (4) knowingly interfere with or disrupt performance of the Professional Services or the Service; or (5) attempt to gain access to any Workday systems or networks in a manner not expressly preapproved in writing by Workday.

4. **Processing and Security of Professional Services Data**. If Customer has not previously signed a Universal Data Processing Exhibit and Universal Security Exhibit that apply to the SOW, the DPE, Security Exhibit, and if incorporated into the MSA, the Business Associate Exhibit, all as defined in this Attachment, apply to the SOW.

5. **Deletion of Professional Services Data**. If the deletion of Professional Services Data is not expressly addressed in Customer's PSA, this clause will apply. Workday will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server or, if applicable, the HiredScore Staging Instance; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until scheduled to be deleted.

6. **Termination**. Customer may terminate the SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate the SOW for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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. Unless either party terminates the SOW in accordance with the terms of the SOW, the SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in the SOW. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. If the SOW is fixed fee, the unpaid fees for all Professional Services performed up to the date of termination that are not directly covered by any prior invoice or payment will be invoiced on a time and materials basis.

7. **Definitions**. Capitalized terms used herein that are undefined have the respective meanings given to such terms in the MSA, its Attachments, or the PS Document, as the case may be. The following terms used in the SOW have the respective meanings set forth below.

"**Business Associate Exhibit**" means the Business Associate Exhibit on the Workday Terms Webpage.

“**Customer Content**” means electronic data or information submitted to the Service by Customer, its Affiliates or Authorized Parties and includes Customer Data and Professional Services Data.

“**DPE**” means the Universal Data Processing Exhibit on the Workday Terms Webpage.

“**File Transfer Server**” means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

“**Instance**” means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A “**Tenant**” is a type of Instance.

“**PS Document**” means the CTA, PS Addendum, or any PSA that does not incorporate the terms of the MSA, as applicable.

“**Security Exhibit**” means the Universal Security Exhibit on the Workday Terms Webpage.

Statement of Work- Global Launch Deployment Phase X

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	Project Name ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**		
Phone #		
Email (Required)		

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**	

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services
Appendix [X]	[Update as applicable or delete] Technical Services Standards Services SOW Attachment currently located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html

Appendix [X]	Description of Change Management Services

By executing this document **OR** the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

Appendix 1
SOW Terms

1. **General**. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.
2. **Professional Services and Scope**. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant, Instance, or File Transfer Server folder into third-party project management or collaboration tools (e.g., email, Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Covered Data, Customer Data, or Professional Services Data.
3. **Termination**.
   Customer may terminate this SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this SOW for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.
   Unless either party terminates this SOW in accordance with the PSA or the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.
   Upon receipt of any outstanding Customer payment (s) at the time of termination, Workday will provide to Customer any partially completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday obligation of any kind. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. If Customer terminates this fixed fee SOW, the unpaid fees for all Professional Services performed up to the date of termination that are not directly covered by any prior invoice or payment will be invoiced on a time and materials basis and no refunds will be provided.
4. **Processing and Security of Personal Data**. . If the Security Exhibit between the parties does not expressly apply to Professional Services, the Workday Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.htmlwill apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Professional Services, the Workday Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.htmlwill apply to the processing of Personal Data as part of the Professional Services performed by Workday.
5. **Deletion of Professional Services Data**. If the deletion of Professional Services Data is not expressly addressed in Customer's PSA, this Section will apply. Workday will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

6. **Definitions**.
   "**Covered Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means (i) Customer Content or (ii) Professional Services Data.

"**Customer Content**," if not defined in the MSA, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

"**Change Order**," if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**File Transfer Server**," if not defined in the PSA, means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

"**Instance**," if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A "**Tenant**" is a type of Instance.

"**Peakon Employee Voice Service**" or "**Peakon**" means the subscription-based Workday Peakon Employee Voice online service purchased by Customer from Workday.

"**Professional Services Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the PSA for the purpose of being input into the Service, or other Covered Data accessed within or extracted from a Service to perform the Professional Services.

"**Workday Adaptive Planning Service**" (fka Adaptive Insights Service) means the subscription-based online Workday Adaptive Planning service purchased by Customer from Workday.

"**Workday Strategic Sourcing**" (fka Scout) means the subscription-based online Workday Strategic Sourcing service purchased by Customer from Workday.

Appendix 2
Financial Terms – Fixed Fee

1. **Fixed Fee Payment Structure.** Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below.

Invoice Number	Invoice Date	Invoice Amount
1	Upon the SOW Effective Date	$[##,###]
2		$[##,###]
[X]		$[##,###]
Total Professional Services Fees		**$[##,###]***

* Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

2. **Invoicing and Payment.**

2.1. The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA.

2.2. Workday will send electronic invoices only that are effective upon receipt, or if Workday receives a bounce back message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

2.3. Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

2.4. Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

Appendix 3
Description of Professional Services
Global Launch Deployment

1. Deployment Approach.
2. Project Timeline.
3. **Project Scope.** The Project scope has been defined through several discussions with Customer and is detailed in the Workday Project Scope section also included below.

"**Responsible Party**" means the party primarily responsible for providing or delivering the deliverable, including coordinating with and obtaining contributions from the Secondary Responsible Party.

"**Secondary Responsible Party**" means the party responsible for providing contributions and/or assistance as may be required to enable Responsible Party to complete the deliverable (e.g., input, information, time, information, expertise, data), but is not primarily responsible for delivering the deliverable.

4. **Launch Deployment Project Activity**
5. Post-Production Support.
6. General Assumptions.
7. Deployment and Scope Assumptions.
8. Testing Assumptions.
9. Data Conversion Assumptions.
10. General Integration Assumptions.
11. Integration Assumptions
12. Translation Assumptions (if applicable).
13. Workday Peakon Employee Voice Assumptions
14. Workday Strategic Sourcing (WSS) Reporting Assumptions
15. Workday Services CPQ (SCPQ) Assumptions.
16. Other Assumptions
17. **Subcontracting.** In the course of performing the Professional Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently located at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.
18. **Change Order Process.** During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Workday Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen(15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.
19. **Functional Scope.**
20. **Integration Support.**
21. **Integrations in Scope.**
22. **Integrations in Scope.**
23. **Workday Guidance Service.**
24. **Staffing – Project Roles and Responsibilities.**

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Appendix 4
Description of Workday Change Management Professional Services

1. **Change Management Assumptions**
2. **Change Management Project Roles.**
3. **Customer Roles Assumptions**

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Statement of Work- Expert Assist

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	Expert Assist ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town,** **State/Province/Region** **Zip/Postal Code** **Country**		
Phone		
Email (Required)		

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town,** **State/Province/Region** **Zip/Postal Code** **Country**	

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services
Appendix [X]	[Update as applicable]

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By executing this document **OR** the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable exhibits have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Appendix 1
SOW Terms

1. General. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.

2. Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant, instance, or File Transfer Server folder into third-party project management or collaboration tools (e.g., email, Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Covered Data, Customer Data, or Professional Services Data.

3. Termination.

3.1 Customer may terminate this SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this SOW for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.

3.2 Unless earlier terminated by either party as provided herein, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

3.3 Upon receipt of any outstanding Customer payment (s) at the time of termination, Workday will provide to Customer any partially-completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday obligation of any kind. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. If Customer terminates this fixed fee SOW, the unpaid fees for all Professional Services performed up to the date of termination that are not directly covered by any prior invoice or payment will be invoiced on a time and materials basis and no refunds will be provided.

4. Processing and Security of Personal Data. If the Security Exhibit between the parties does not expressly apply to Professional Services, the Workday Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.htmlwill apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Professional Services, the Workday Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.htmlwill apply to the processing of Personal Data as part of the Professional Services performed by Workday.

5. Deletion of Professional Services Data. If the deletion of Professional Services Data is not expressly addressed in Customer's PSA, this Section will apply. Workday will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

6. Definitions.

"**Change Order**," if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**Covered Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means (i) Customer Content or (ii) Professional Services Data.

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“**Customer Content**,” if not defined in the MSA, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

“**File Transfer Server,**” if not defined in the PSA, means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

“**Instance**,” if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A “**Tenant**” is a type of Instance.

“**Professional Services Data**,” if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the PSA for the purpose of being input into the Service, or other Covered Data accessed within or extracted from a Service to perform the Professional Services.

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Appendix 2
Financial Terms – Fixed Fee

3. Purchase Commitment.

Customer may purchase blocks of Expert Assist Professional Services in ten (10) hour increments, via a Change Order to this SOW, based on the Hourly Rate set forth below (the "**Preauthorized Hours**"). Customer will not purchase Professional Services under this SOW that exceed, in the aggregate, the Maximum Hours Authorized as set forth below.

Packaged Offering	Hourly Rate	Maximum Hours Authorized	Fees
Preauthorized Expert Assist Hours		# of hours	Total Fees
Maximum Authorized Fees*			**Total Fees**

* Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

4. Fees and Invoicing.

4.1. Workday will invoice Customer for the Preauthorized Hours purchased pursuant to a Change Order upon execution of such Change Order. Customer will pay all invoices in the currency indicated on the first page of this SOW. In addition, Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

4.2. The Professional Services Fees above are based on the scope and timeline set forth in this SOW. All fees due under this SOW (except fees subject to good faith dispute) will be due and payable as provided in the PSA.

4.3. Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

4.4. Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 2
Financial Terms – Fixed Fee

1. Fixed Fee Payment Structure.

Packaged Offering	Hourly Rate	Number of Hours	Total Professional Services Fees*
Preauthorized Expert Assist Hours		# of hours	Total Fees

* Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

2. Fees and Invoicing.

2.1. Workday will invoice Customer for Total Professional Services Fees upon the SOW Effective Date. Customer will pay all invoices in the currency indicated on the first page of this SOW. In addition, Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

2.2. The Professional Services Fees above are based on the scope and timeline set forth in this SOW. All fees due under this SOW (except fees subject to good faith dispute) will be due and payable as provided in the PSA.

2.3. Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

2.4. Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 3
Description of Professional Services

Terms of Expert Assist

1.1. General. Expert Assist is a Workday program designed to support Workday customers by providing Professional Services performed by Workday-certified personnel (each, a "**Specialist**") with a minimum three (3) hours of effort and do not require Workday project management support ("**Expert Assist**").

1.2. Request and Acceptance Process.

Customer will submit to Workday a request for Expert Assist Professional Services, which request will include the details and scope of the requested Professional Services, the tenant(s) in which Workday will perform Expert Assist, the maximum hours of Expert Assist authorized by Customer, and other information Workday may reasonably request in its Request Form (the "**Request**"). Customer must submit all Requests for Expert Assist Professional Services through the "**Workday Request System**". Each Expert Assist request under this SOW will be charged a minimum of three (3) Preauthorized Hours. Workday will review the Request, and Customer will provide such additional detail and instructions through the Workday Request System as may be reasonably requested by Workday. Such additional information also is part of the Request. Workday will provide a "**Request Confirmation**" to Customer through the Workday Request System that contains a description of the Professional Services to be performed by Workday hereunder and, if Workday determines that the Request will take more than three Preauthorized Hours to perform, the number of Preauthorized Hours reasonably estimated by Workday to perform the Professional Services described therein, taking into account the original Request and additional information exchanged by the parties to refine the details, scope, and hours of the engagement. Customer may accept the Request Confirmation through the Workday Request System ("**Customer Acceptance**") or reject the Request Confirmation in the same manner. If Customer rejects the Request Confirmation, it may withdraw the Request or provide additional information to Workday to come to a mutually agreed Request Confirmation (subject to Customer Acceptance). Workday will have no obligation to perform any Expert Assist Professional Services until it receives Customer Acceptance through the Workday Request System.

1.3. Requests for Changes and Additional Professional Services. Customer will submit any requests for changes to an existing Request through the Workday Request System, and the parties will document any mutually agreed changes using the process above, including any change to the estimated Preauthorized Hours. Customer will request any new Expert Assist Professional Services through a new Request and all Requests will include the following information for review, agreement and approval by Customer and Workday.

1.4. Estimated and Preauthorized Hours.

In the Request Confirmation, Workday will estimate the number of Preauthorized Hours reasonably required based on the Request. Customer acknowledges that the number of Preauthorized Hours in any Request Confirmation is an estimate only and is not a guarantee that the Professional Services can be completed within such timeframe. Workday will use commercially reasonable efforts to complete the Professional Services described in the Request Confirmation within the Preauthorized Hours in the Customer Acceptance; provided, however, that Workday's inability to complete the Professional Services described in the Request Confirmation within the Preauthorized Hours will not be a breach of this SOW.

Workday will decrement the Preauthorized Hours for the number of hours used to perform the Professional Services set forth in each Request Confirmation for which the Customer Acceptance is provided. If Customer does not have enough Preauthorized Hours to satisfy the hours required to perform the Professional Services authorized in any Customer Acceptance, (i) Customer is permitted to purchase additional Preauthorized Hours by using Workday's Change Order process or by executing an additional statement of work, (ii) the parties may modify the Request Confirmation (subject to Customer Acceptance), (iii) or either party may terminate the applicable Request Confirmation.

1.5. Personal Data. Customer will not include any Customer Data or other Personal Data in any Request, nor will Customer provide visual or other access to Customer Data or other Personal Data (other than the provisioning described in this Section) during the Expert Assist engagement. The Request Confirmation accepted by Customer will constitute Customer's instructions to Workday to Process Customer Data as reasonably required to perform the Professional Service agreed by the parties hereunder.

1.6. Applicable Workday Service. Customer may utilize Expert Assist only for the Workday Service SKUs to which Customer has already subscribed. Products, functional areas, and/or features that are not in "generally available" status are not in scope. Customer must be in Production with the Workday Service, although the functionality and/or feature for discussion does not have to be currently deployed.

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1.7. **Documentation and Recording.** Workday will not document the results of, or record, any sessions or calls taken place during an Expert Assist engagement. Subject to Customer's compliance with applicable law, Customer may record a call or session during an Expert Assist engagement, upon request during the session for later review in support of its own internal business purposes, in which case Customer must provide the platform for the call and recording. Notwithstanding the foregoing, if Customer is subject to any form of public records requirements such as (without limitation) Sunshine Acts, Open Records Acts, Freedom of Information Acts or the like, Customer will not record any part of an Expert Assist engagement. A copy of such recording will be provided to Workday upon reasonable request. Any Workday Confidential Information contained in an Expert Assist engagement recording remains the exclusive property and Confidential Information of Workday.

1.8. **Scheduling.** Workday does not guarantee the availability of Customer's preferred date, time, or requested Specialist.

1.9. **Tenant Access.** Customer will provide the Specialist access to Customer's Production and implementation (i.e., non-production) tenants as reasonably required for Workday to perform Expert Assist. Implementation tenants are not provided as part of this SOW but are required for Workday's performance of the Professional Services under this SOW. Customer will be responsible for providing the implementation tenant and the payment of any fees therefor.

2. Expiration. All Change Orders for Preauthorized Hours under this SOW must be executed within eighteen (18) months from the SOW Effective Date. Preauthorized Hours purchased hereunder that are not used within six (6) months from the Effective Date of the Change Order will expire automatically. Workday will not provide any refund, credit, or other compensation for expired Preauthorized Hours.

3. Expiration. Preauthorized Hours purchased under this SOW that are not used within twelve (12) months from the SOW Effective Date **OR** by [Insert Subscription Contract Expiration Date] will expire automatically. Workday will not provide any refund, credit, or other compensation for expired Preauthorized Hours.

4. Assumptions and Conditions

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Statement of Work- Deployment Advisory Services

Customer Name	Customer Name (“**Customer**”)
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement (“**PSA**”)
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties’ signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	Expert Assist (“**Project**”)

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town,** **State/Province/Region** **Zip/Postal Code** **Country**		
Phone		
Email (Required)		

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town,** **State/Province/Region** **Zip/Postal Code** **Country**	

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services
Appendix [X]	[Update as applicable]

By executing this document **OR** the Signature Document to which this SOW is attached (“**Signature Document**”),

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the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable exhibits have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Appendix 1
SOW Terms

7. General. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.

8. Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant, instance, or File Transfer Server folder into third-party project management or collaboration tools (e.g., email, Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Covered Data, Customer Data, or Professional Services Data.

9. Termination.

9.1 Customer may terminate this SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this SOW for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.

9.2 Unless earlier terminated by either party as provided herein, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

9.3 Upon receipt of any outstanding Customer payment (s) at the time of termination, Workday will provide to Customer any partially-completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday obligation of any kind. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. If Customer terminates this fixed fee SOW, the unpaid fees for all Professional Services performed up to the date of termination that are not directly covered by any prior invoice or payment will be invoiced on a time and materials basis and no refunds will be provided.

10. Processing and Security of Personal Data. If the Security Exhibit between the parties does not expressly apply to Professional Services, the Workday Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.htmlwill apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Professional Services, the Workday Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.htmlwill apply to the processing of Personal Data as part of the Professional Services performed by Workday.

11. Deletion of Professional Services Data. If the deletion of Professional Services Data is not expressly addressed in Customer's PSA, this Section will apply. Workday will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

12. Definitions.

"**Change Order**," if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**Covered Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means (i) Customer Content or (ii) Professional Services Data.

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“**Customer Content**,” if not defined in the MSA, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

“**File Transfer Server,**” if not defined in the PSA, means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

“**Instance**,” if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A “**Tenant**” is a type of Instance.

“**Professional Services Data**,” if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the PSA for the purpose of being input into the Service, or other Covered Data accessed within or extracted from a Service to perform the Professional Services.

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Appendix 2
Financial Terms – Fixed Fee

5. Purchase Commitment.

Customer may purchase blocks of Expert Assist Professional Services in ten (10) hour increments, via a Change Order to this SOW, based on the Hourly Rate set forth below (the "**Preauthorized Hours**"). Customer will not purchase Professional Services under this SOW that exceed, in the aggregate, the Maximum Hours Authorized as set forth below.

Packaged Offering	Hourly Rate	Maximum Hours Authorized	Fees
Preauthorized Expert Assist Hours		# of hours	Total Fees
Maximum Authorized Fees*			**Total Fees**

* Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

6. Fees and Invoicing.

6.1. Workday will invoice Customer for the Preauthorized Hours purchased pursuant to a Change Order upon execution of such Change Order. Customer will pay all invoices in the currency indicated on the first page of this SOW. In addition, Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

6.2. The Professional Services Fees above are based on the scope and timeline set forth in this SOW. All fees due under this SOW (except fees subject to good faith dispute) will be due and payable as provided in the PSA.

6.3. Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

6.4. Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 2
Financial Terms – Fixed Fee

3. Fixed Fee Payment Structure.

Packaged Offering	Hourly Rate	Number of Hours	Total Professional Services Fees*
Preauthorized Expert Assist Hours		# of hours	Total Fees

* Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

4. Fees and Invoicing.

4.1. Workday will invoice Customer for Total Professional Services Fees upon the SOW Effective Date. Customer will pay all invoices in the currency indicated on the first page of this SOW. In addition, Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

4.2. The Professional Services Fees above are based on the scope and timeline set forth in this SOW. All fees due under this SOW (except fees subject to good faith dispute) will be due and payable as provided in the PSA.

4.3. Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

4.4. Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 3
Description of Professional Services

1. **Overview of Deployment Advisory Services**. Workday's Deployment Advisory Services (the "**Advisory Services**") are Professional Services intended to assist Customer with the value realization of the Service by supporting Customer in assessing, understanding, and minimizing deployment complexities for deployments performed by an authorized Workday Deployment Partner. The Advisory Services do not include deployment services or any services that require access to or processing within any Production Tenant or Instance. Workday may access Customer's non-Production Tenant(s) and Instance(s), as applicable, while performing the Advisory Services. Workday will provide one or more of the following Advisory Services to support these objectives, as agreed upon with Customer.

   Functional Advisory Services. Provide Customer with guidance and support to make design and configuration decisions and assist with the value realization of the Service. The Advisory Services are tailored to technology and/or solution.

   Technical Advisory Services. Deliver guidance to Customer on data conversion, Workday Extend, integration and/or reporting considerations, assisting with the value realization of the Service. The Advisory Services are tailored to align to Customer's technology and/or solution goals provided to Workday in writing.

   Customer stakeholders and subject matter experts will timely cooperate and participate as needed. Any feature, functionality, and/or other services not explicitly identified in the Project Scope section is out of scope for this SOW.

2. **Project Timeline**. The Project will be completed within the following estimated Stage durations. During the Plan Stage, Workday will confirm the dates and duration of each Stage. Changes to the Project timelines of deployments of the Service not performed by Workday or if Customer fails to timely complete its obligations defined in this SOW may result in a Change Order.

Workday Deployment Stage	Duration
Pre-Plan	Up to (x) weeks
Plan	Up to (x-x) weeks
Architect & Configure	Up to (x-x) weeks
Test	Up to (x-x) weeks
Deploy	Up to (x-x) weeks
Post-Production	Up to (x-6) weeks

3. **Project Scope**.

Additional Assumptions.

Subcontracting. In the course of performing the Advisory Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Advisory Services and related administration. Workday will be responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

Change Order Process. During the Project described in this SOW, new information may surface that necessitates a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will

contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.

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Statement of Work- Adhoc

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	Project Name ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**		
Phone #		
Email (Required)		

Ship To Contact	
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**	

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**	

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Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services
Appendix [X]	[Update as applicable]

By executing this document **OR** the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Appendix 1
SOW Terms

13. General. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.

Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant, Instance, or File Transfer Server folder into third-party project management or collaboration tools (e.g., email, Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Covered Data, Customer Data, or Professional Services Data.

14. Termination.

14.1 Customer may terminate this SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this SOW for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.

14.2 Unless either party terminates this SOW in accordance with the PSA or the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

14.3 Upon receipt of any outstanding Customer payment (s) at the time of termination, Workday will provide to Customer any partially-completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday obligation of any kind. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. If Customer terminates this fixed fee SOW, the unpaid fees for all Professional Services performed up to the date of termination that are not directly covered by any prior invoice or payment will be invoiced on a time and materials basis and no refunds will be provided.

15. Processing and Security of Personal Data. If the Security Exhibit between the parties does not expressly apply to Professional Services, the Workday Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html will apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Professional Services, the Workday Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html will apply to the processing of Personal Data as part of the Professional Services performed by Workday.

16. Deletion of Professional Services Data. If the deletion of Professional Services Data is not expressly addressed in Customer's PSA, this Section will apply. Workday will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

17. Definitions.

"**Covered Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means (i) Customer Content or (ii) Professional Services Data.

"**Customer Content**," if not defined in the MSA, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

"**Change Order**," if not defined in the PSA, means an agreement executed by the parties to document any change(s)

in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**File Transfer Server**" if not defined in the PSA, means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

"**Instance**," if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A "**Tenant**" is a type of Instance.

"**Peakon Employee Voice Service**" or "**Peakon**" means the subscription based Peakon Employee Voice online service purchased by Customer from Workday.

"**Professional Services Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the PSA for the purpose of being input into the Service, or other Covered Data accessed within or extracted from a Service to perform the Professional Services.

"**Workday Adaptive Planning Service**" (fka Adaptive Insights Service) means the subscription-based online Workday Adaptive Planning service purchased by Customer from Workday.

"**Workday Strategic Sourcing**" (fka Scout) means the subscription-based online Workday Strategic Sourcing service purchased by Customer from Workday.

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Appendix 2
Financial Terms – Fixed Fee

7. Fixed Fee Payment Structure. Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below.

Invoice Number	Invoice Date	Invoice Amount
1	Upon the SOW Effective Date	$[##,###]
2		$[##,###]
[X]		$[##,###]
Total Professional Services Fees		**$[##,###]***

* Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

The table set forth above will not be changed without entering into an amendment or Change Order to this SOW that has been executed by the parties.

8. Invoicing and Payment.

8.1. The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA.

8.2. Workday will send electronic invoices only, which are effective upon receipt, or if Workday receives a bounceback message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

8.3. Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

8.4. Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 2
Financial Terms – Time and Materials

1. Workday Professional Services Rates. Workday will perform the Professional Services and provide Deliverables under this SOW on a time and materials basis at the hourly rates set forth in the table below.

Professional Services performed by Workday Professional Services Resources with "Offshore" in their role title in the table above will be performed remotely by Workday personnel located in one or more of the following countries: Costa Rica, India, Mexico, or Poland.

The Hourly Rates set forth above will be in effect for Customer through the completion of the Project. Thereafter, Workday's then-current rates will apply.

Travel and other expenses incurred by Workday related to Professional Services ("**T&E**") are not included in the Total Estimated Professional Services Fees.

Estimated Fees, Invoicing and Payment.

The estimated fees, resources, and timelines set forth herein are good faith estimates based on Workday's experience with similar projects and the accuracy and completeness of the information provided by Customer. Notwithstanding any estimated hours or fees, Customer will pay for all Professional Services performed based upon actual hours performed rather than estimated ones. Excluding travel time, all tasks including but not limited to system-specific configuration, status reviews, meetings, Project planning, and troubleshooting performed by Workday resources are billable activities.

All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA. Workday will invoice Customer for Professional Services Fees and any T&E incurred under this SOW on a monthly basis.

Workday will send electronic invoices only, which are effective upon receipt, or if Workday receives a bounceback message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

Appendix 3
Description of Professional Services

1. **Requested Start Date**
2. **Date Needed (Go-live)**
3. **Tasks in Scope**
4. **Workday Deliverables**
5. **Assumptions and Conditions**
6. **Subcontracting**
7. **Change Order Process**

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Statement of Work- Peakon Employee Voice

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	Workday Peakon Employee Voice ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**		
Phone #		
Email (Required)		

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**	

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services
Appendix [X]	[Update as applicable or delete]

By executing this document **OR** the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

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The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Appendix 1
SOW Terms

2. General. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.

3. Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant, Instance, or File Transfer Server folder into third-party project management or collaboration tools (e.g., email, Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Covered Data, Customer Data, or Professional Services Data.

4. Termination.

4.1 Customer may terminate this SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this SOW for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.

4.2 Unless either party terminates this SOW in accordance with the PSA or the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

4.3 Upon receipt of any outstanding Customer payment (s) at the time of termination, Workday will provide to Customer any partially-completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday obligation of any kind. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. If Customer terminates this fixed fee SOW, the unpaid fees for all Professional Services performed up to the date of termination that are not directly covered by any prior invoice or payment will be invoiced on a time and materials basis and no refunds will be provided.

5. Processing and Security of Personal Data. If the Security Exhibit between the parties does not expressly apply to Professional Services, the Workday Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html will apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Professional Services, the Workday Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html will apply to the processing of Personal Data as part of the Professional Services performed by Workday.

6. Deletion of Professional Services Data. If the deletion of Professional Services Data is not expressly addressed in Customer's PSA, this Section will apply. Workday will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

7. Definitions.

"**Change Order**," if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**Covered Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means (i) Customer Content or (ii) Professional Services Data.

“**Customer Content**,” if not defined in the MSA, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

“**File Transfer Server,**” if not defined in the PSA, means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

“**Instance**,” if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A “**Tenant**” is a type of Instance.

“**Professional Services Data**,” if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the PSA for the purpose of being input into the Service, or other Covered Data accessed within or extracted from a Service to perform the Professional Services.

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Appendix 2
Financial Terms – Fixed Fee

9. Fixed Fee Payment Structure. Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below.

Invoice Number	Invoice Date	Invoice Amount
1	Upon the SOW Effective Date	$[##,###]
2		$[##,###]
[X]		$[##,###]
Total Professional Services Fees		**$[##,###]***

* Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

The table set forth above will not be changed without entering into an amendment or Change Order to this SOW that has been executed by the parties.

10. Invoicing and Payment.

10.1. The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA.

10.2. Workday will send electronic invoices only, which are effective upon receipt, or if Workday receives a bounceback message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

10.3. Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

10.4. Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 3
Description of Professional Services
Workday Peakon Employee Voice

General. This SOW details the Professional Services that Workday will perform for Customer for the deployment of Workday Peakon Employee Voice (the "**Service**" or "**Peakon**"), including the Workday Deliverables, pricing, and payment schedules during the Project. The parties may elect to enter into additional SOWs at such time as additional efforts are required. If Customer wishes to secure additional Professional Services to implement additional functionality not included in the Project Scope section of this SOW, Workday will provide a proposal for such Professional Services and develop a separate Statement of Work or Change Order subject to the Change Order Process.

Workday Methodology.
Deployment Timeline Table.
General Project Stage Assumptions.
Workday Project Scope
Workday Project Scope – Add-Ons

Project Scope Exclusions.
The Professional Services under this SOW do not constitute legal advice. While Workday may determine the statistical significance associated with the activities and Deliverables provided, Workday does not advise as to any other significance, weight, or other subjective assessment of the activities or Deliverables and does not provide advice as to actions Customer will take, or refrain from taking, based on the activities or Deliverables. Customer remains responsible for understanding and complying with any and all applicable Laws in requesting these Professional Services and in the use of any Deliverables.

Subcontracting. In the course of performing the Professional Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently located at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Professional Services and related administration. Workday will be responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

Change Order Process. During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.

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Statement of Work- HiredScore

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	HiredScore [input HiredScore SKUs and CRM/ATS/HCM in scope] ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**		
Phone		
Email (Required)		

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**	N/A – all Professional Services to be performed remotely

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services

By executing this document **OR** the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case

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this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Appendix 1
SOW Terms

General. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.

Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant or Instance into third-party project management or collaboration tools (e.g., email, Smartsheet). Any such shared data and information will be treated as Confidential Information but is not HiredScore Data, Covered Data, or Professional Services Data.

Termination.

Notwithstanding the terms of the PSA, either party may terminate this SOW only for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.

Unless either party terminates this SOW in accordance with the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder or (ii) the termination of the PSA. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. Workday will invoice Customer for any unpaid fees for Professional Services performed up to the date of termination that are not covered by any prior invoice or payment.

HiredScore Addendum. The terms of the HiredScore Addendum applicable to Professional Services apply to this SOW.

HiredScore Product Terms. The terms of the HiredScore Product Terms applicable to Professional Services apply to this SOW.

Deletion of Staging Instance. Workday will delete the Staging Instance and any Professional Services Data contained therein following the completion of this SOW; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

Definitions.

"**Change Order**," if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**Covered Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means (i) Customer Content or (ii) Professional Services Data.

"**Customer Content**," if not defined in the MSA, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

"**Evergreen Req**" means a Professional Req that is always open, with candidate statuses, permissions, and supported actions that may be different from Professional Reqs.

"**Instance**," if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A "**Tenant**" is a type of Instance.

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“**Professional Req**” means a professional position (excluding campus, internship, and student positions) that includes, without limitation, the skills, experience, candidate statuses, permissions, supported actions, and full lifecycle history of the applicant (i.e., no partial applicant history) where the position and Customer’s desired actions are supported by HiredScore. For clarity, hourly position requisitions that meet the foregoing requirements qualify as Professional Reqs.

“**Req**” or “**Requisition**” means an Evergreen Req or Professional Req, as the case may be.

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Appendix 2
Financial Terms – Fixed Fee

Fixed Fee Payment Structure. Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below.

Invoice Number	Invoice Date	Invoice Amount
Total Professional Services Fees		**$ ###,###***

*Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

Invoicing and Payment.

The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW, including Customer's timely completion of the Key Dependencies identified in Appendix 3. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA.

Workday will send electronic invoices only, which are effective upon receipt, or if Workday receives a bounceback message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 2
Financial Terms – Time and Materials

Workday Professional Services Rates.
Workday will perform the Professional Services and provide Deliverables under this SOW on a time and materials basis at the hourly rates set forth in the table below.

Workday Professional Services Resource	Standard Hourly Rate	Discounted Hourly Rate	Estimated Hours

Workday Total Estimated Hours	
Workday Total Estimated Professional Services Fees	**$[##,###]**

"**Offshore**" means Workday Professional Services Resources located in Costa Rica, India, Mexico, or Poland.

The Hourly Rates set forth above will be in effect for Customer through the completion of the Project. Thereafter, Workday's then-current rates will apply.

Travel and other expenses incurred by Workday related to Professional Services ("**T&E**") are not included in the Total Estimated Professional Services Fees.

Estimated Fees, Invoicing, and Payment.

The estimated fees, resources, and timelines set forth herein are good faith estimates based on Workday's experience with similar projects and the accuracy and completeness of the information provided by Customer and Customer's timely completion of the Key Dependencies identified in Appendix 3. Notwithstanding any estimated hours or fees, Customer will pay for all Professional Services performed based upon actual hours performed rather than estimated ones. Excluding travel time, all tasks including but not limited to system-specific configuration, status reviews, meetings, Project planning, and troubleshooting performed by Workday resources are billable activities.

All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA. Workday will invoice Customer for Professional Services Fees and any T&E incurred under this SOW on a monthly basis.

Workday will send electronic invoices only, which are effective upon receipt, or if Workday receives a bounceback message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 3
Description of Professional Services and Project Scope

Deployment Approach.
The Workday deployment approach (described below) will serve as the baseline roadmap for this SOW. The overall process is supported by a set of Workday deployment tools, planning documents, activities, techniques, and/or Deliverables necessary to effectively implement Workday applications for your organization. The Workday deployment methodology is subject to change and may lead to updated materials or nomenclature over the course of this SOW. Any Workday deployment methodology adjustments that impact the timeline or Deliverables of this SOW are subject to the mutual written agreement of the parties.

In the event of a conflict between the terms of this SOW and the terms of this Appendix 3, the terms of this Appendix 3 will control.

Project Staffing. During the course of completing the Professional Services described in this SOW, Workday will assign and staff available resources to perform such Professional Services and provide the Deliverables. Customer's personnel will timely perform their obligations hereunder. Customer's failure to provide adequate resources is likely to result in extending the Project schedule and/or increasing the number of Workday consulting hours and/or resources required, which may impact the Project scope and fees.

Deployment Timeline. The standard timeline to implement HiredScore Modules listed in the Scope table below is [##] weeks. The estimated start date of the Project is [Month, Day, Year] ("**Project Start Date**") and estimated Production date is [Month, Day, Year] ("**Production Date**"). During the Plan Stage, Workday will deliver to Customer the "**Project Plan**" that confirms the mutually agreed Project Start Date, the Production Date, and the planned duration of each Stage. Workday requires up to [X months] lead time from the SOW Effective Date to staff the Project and Workday will commence providing the Services after it receives and confirms that it has implementer access to Customer's Staging and Production Instances and that Customer has finalized ATS Configuration as a result of its previously-conducted end-to-end testing apart from this SOW. The timeline does not take into account Customer-side delays, Change Orders, public holidays, ad-hoc requests, resource constraints, or any changes to the assumptions set forth herein or described in the Dependencies and Requirements section below. Similarly, if Customer is also deploying the Workday Recruiting Service, that deployment must be at the final testing stage before the Project Start Date can occur.

Project Scope and Methodology.

HiredScore Project Scope Table

Item in Scope	Description

(1) The data contained within the RS Data Sources is not controlled or managed by Workday.

HiredScore Modules Project Scope Table

Methodology. The Workday Deployment Methodology consists of the following four stages: Plan, Architect & Configure, Test, and Deploy (each, a "**Stage**"). The Professional Services and Deliverables within each Stage of the methodology are explained below. The Project scope has been defined through several discussions with Customer as described below. Deliverables and the respective responsible parties are listed for each Stage.

Approvals. Customer will provide all approvals required hereunder within five business days after Workday provides the applicable Deliverable for approval ("**Review Period**"). If Customer does not respond to Workday within the Review Period, the Deliverable will be deemed to be accepted. If Customer reasonably determines a Deliverable is materially deficient and notifies Workday during the Review Period, Workday will use reasonable efforts to correct the deficiency and re-deliver the Deliverable to Customer for approval and a subsequent Review Period.

Functionality. Workday will design and configure generally available functionality as prioritized by Customer. The parties will work together to prioritize the design and configuration of each component in scope during the Plan and Architect & Configure Stages of the Project. The design and configuration processes in this SOW are representations of key business processes to be designed and configured. The parties will finalize the in scope functionality during the Plan and Architect & Configure Stages of the Project, with appropriate consideration given to Project timeline, resources, and budget.

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1. **Plan Stage.**
2. **Key Dependency**
3. **Plan Stage Assumptions.**
4. **Architect & Configure Stage.**
5. **Architect & Configure Stage Assumptions.**
6. **Test Stage.**
7. **Test Stage Assumptions.**
8. **Deploy Stage**
9. **Deploy Stage Assumptions.**
10. **General Assumptions.**
11. **Country Scope and Assumptions. For all countries in scope:**
12. **Requisition Support in Scope.**
13. **Integrations in Scope; Support.**
14. **Lists of Integrations in Scope.**

List of Workday-developed Custom Integrations in Scope.

Any connector or integration developed by Workday or co-developed by the parties hereunder is a Workday-developed Custom Integration.

"**Custom Integration**," if not defined in the PSA, means any integration or interface between any third party application or service provider and the Service that are developed by (a) Customer or a third party acting on Customer's behalf pursuant to a separate third party agreement ("**Customer-provided Custom Integration**"), or (2) Workday pursuant to a SOW (a "**Workday-developed Custom Integration**"). Custom Integrations are deployed, maintained, and supported by Customer and are not part of the Service.

For purposes of this SOW, the "Service" refers to HiredScore, and a "SOW" includes this SOW. Notwithstanding the definition of "Custom Integration," Workday will support the Workday-developed Custom Integrations as Supported Integrations. The Workday-delivered Custom Integrations for this SOW are listed in the Workday-delivered Custom Integrations in Scope table.

Workday-developed Custom Integrations in Scope.

Integration and Template Support.

Supported Integrations. In connection with Customer's authorized use of HiredScore, Workday will use commercially reasonable efforts to provide ongoing support for Supported Integrations in accordance with Workday's current Production support. The SLA and Service Level Credits will not apply to any Supported Integration due to Workday's reliance on the third-party system with which each Supported Integration interfaces and the terms of use of and any fees charged by the applicable third party. Workday may modify or discontinue Supported Integrations from time to time.

Customer is responsible for supporting all integrations and connectors other than Supported Integrations and for all Customer-built connectors and integrations.

Dependencies and Requirements. The occurrence of any of the following dependencies or events may adversely impact Project timeline and Services required and require a Change Order.

Key Dependencies. Certain obligations to be performed by or on behalf of Customer hereunder are labeled "**Key Dependencies**." Workday cannot proceed with its obligations until Customer completely performs the Key Dependencies. Any such delay may require a Change Order to document any changes to the Project scope, timeline, or fees.

Business Process Changes and Refreshes. During the Project, Customer will avoid:

` Deploying any business process changes. Customer will implement a business process freeze required from Project Kickoff until the Production Date.

Performing refresh in any Instance, or if impossible to delay refresh, providing refresh schedule before Project Kickoff.

Some operations will require Customer's cooperation to enable the appropriate access to Workday. Customer's delay in providing such cooperation will delay the Project timeline.

System Changes. Customer will avoid the following:

UI and API access - changes to the access and/or structure of Customer's Workday Tenants may require Workday to perform complex adaptations.

HCM or ATS refresh may result in a loss of test data and/or configurations. A Change Order will be required for Workday to restore lost test data and configurations.

Changes in the ATS that affect HiredScore functionality and/or any integration, such as, but not limited to:

- Business process changes
- Requisition association
- Application fields
- User-defined fields

Integrations not in Scope. Any integrations or connectors not detailed in this SOW that affect the workflows and/or processes agreed upon in the Plan Stage may require Workday to perform complex adaptations that require a Change Order and may increase the Project cost and timeline.

Change Requests. Major changes that require Workday to perform significant adaptations or changes to this SOW or the scope and deliverables of the Project. Minor changes and requests will be evaluated and considered for the current scope if there are no major implications and delays on either the Customer or Workday side. Notwithstanding the foregoing, either party may require a Change Order for any change to the terms of this SOW.

Corrections to Personas, Access, or Permissions. The Professional Services Fees and Project timeline are based on Customer's configuration of personas, access, and permissions that are supported by HiredScore, which may differ from those permitted by Customer's HCM system.

Subcontracting. In the course of performing the Professional Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently located at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

Change Order Process. During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.

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Statement of Work- HiredScore (Fast Launch)

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	HiredScore - AI for Recruiting ("**AIRC**") – Fast Launch ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**		
Phone		
Email (Required)		

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**	N/A – all Professional Services to be performed remotely

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services

By executing this document **OR** the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case

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this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Appendix 1
SOW Terms

General. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.

Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant or Instance into third-party project management or collaboration tools (e.g., email, Smartsheet). Any such shared data and information will be treated as Confidential Information but is not HiredScore Data, Covered Data, or Professional Services Data.

Termination.

Notwithstanding the terms of the PSA, either party may terminate this SOW only for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.

Unless either party terminates this SOW in accordance with the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder or (ii) the termination of the PSA. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. Workday will invoice Customer for any unpaid fees for Professional Services performed up to the date of termination that are not covered by any prior invoice or payment.

HiredScore Addendum. The terms of the HiredScore Addendum applicable to Professional Services apply to this SOW.

HiredScore Product Terms. The terms of the HiredScore Product Terms applicable to Professional Services apply to this SOW.

Deletion of Staging Instance. Workday will delete the Staging Instance and any Professional Services Data contained therein following the completion of this SOW; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

Definitions.

"**Change Order**," if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**Evergreen Req**" means a Professional Req that is always open, with candidate statuses, permissions, and supported actions that may be different from Professional Reqs.

"**Instance**," if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A "**Tenant**" is a type of Instance.

"**Professional Req**" means a professional position (excluding campus, internship, and student positions) that includes, without limitation, the skills, experience, candidate statuses, permissions, supported actions, and full lifecycle history of the applicant (i.e., no partial applicant history) where the position and Customer's desired actions are supported by HiredScore. For clarity, hourly position requisitions that meet the foregoing requirements qualify as Professional Reqs.

“**Req**” or “**Requisition**” means an Evergreen Req or Professional Req, as the case may be.

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Appendix 2
Financial Terms – Fixed Fee

Fixed Fee Payment Structure. Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below.

Invoice Number	Invoice Date	Invoice Amount
Total Professional Services Fees		**$ ###,###***

*Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

Invoicing and Payment.

The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW, including Customer's timely completion of the Key Dependencies identified in Appendix 3. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA.

Workday will send electronic invoices only, which are effective upon receipt, or if Workday receives a bounceback message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

Appendix 2
Financial Terms – Time and Materials

Workday Professional Services Rates.
Workday will perform the Professional Services and provide Deliverables under this SOW on a time and materials basis at the hourly rates set forth in the table below.

Workday Professional Services Resource	Standard Hourly Rate	Discounted Hourly Rate	Estimated Hours

Workday Total Estimated Hours	
Workday Total Estimated Professional Services Fees	**$[##,###]**

"**Offshore**" means Workday Professional Services Resources located in Costa Rica, India, Mexico, or Poland.

The Hourly Rates set forth above will be in effect for Customer through the completion of the Project. Thereafter, Workday's then-current rates will apply.

Travel and other expenses incurred by Workday related to Professional Services ("**T&E**") are not included in the Total Estimated Professional Services Fees.

Estimated Fees, Invoicing, and Payment.

The estimated fees, resources, and timelines set forth herein are good faith estimates based on Workday's experience with similar projects and the accuracy and completeness of the information provided by Customer and Customer's timely completion of the Key Dependencies identified in Appendix 3. Notwithstanding any estimated hours or fees, Customer will pay for all Professional Services performed based upon actual hours performed rather than estimated ones. Excluding travel time, all tasks including but not limited to system-specific configuration, status reviews, meetings, Project planning, and troubleshooting performed by Workday resources are billable activities.

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All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA. Workday will invoice Customer for Professional Services Fees and any T&E incurred under this SOW on a monthly basis.

Workday will send electronic invoices only, which are effective upon receipt, or if Workday receives a bounceback message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 3
Description of Professional Services and Project Scope

Deployment Approach.
The Workday deployment approach (described below) will serve as the baseline roadmap for this SOW. The overall process is supported by a set of Workday deployment tools, planning documents, activities, techniques, and/or Deliverables necessary to effectively implement Workday applications for your organization. The Workday deployment methodology is subject to change and may lead to updated materials or nomenclature over the course of this SOW. Any Workday deployment methodology adjustments that impact the timeline or Deliverables of this SOW are subject to the mutual written agreement of the parties.

In the event of a conflict between the terms of this SOW and the terms of this Appendix 3, the terms of this Appendix 3 will control.

Project Staffing. During the course of completing the Professional Services described in this SOW, Workday will assign and staff available resources to perform such Professional Services and provide the Deliverables. Customer's personnel will timely perform their obligations hereunder. Customer's failure to provide adequate resources is likely to result in extending the Project schedule and/or increasing the number of Workday consulting hours and/or resources required, which may impact the Project scope and fees.

Deployment Timeline. The standard timeline to implement HiredScore Modules listed in the Scope table below is Number TBD [##] weeks. The estimated start date of the Project is [Month, Day, Year] ("**Project Start Date**") and estimated Production date is [Month, Day, Year] ("**Production Date**"). During the Plan Stage, Workday will deliver to Customer the "**Project Plan**" that confirms the mutually agreed Project Start Date, the Production Date, and the planned duration of each Stage. Workday requires up to Number TBD (X) months lead time from the SOW Effective Date to staff the Project and Workday will commence providing the Services after it receives and confirms that it has implementer access to Customer's Staging and Production Instances and that Customer has finalized ATS Configuration as a result of its previously-conducted end-to-end testing apart from this SOW. The timeline does not take into account Customer-side delays, Change Orders, public holidays, ad-hoc requests, resource constraints, or any changes to the assumptions set forth herein or described in the Dependencies and Requirements section below. Similarly, if Customer is also deploying the Workday Recruiting Service, that deployment must be at the final testing stage before the Project Start Date can occur.

Project Scope and Methodology.

HiredScore Project Scope Table

Item in Scope	Description

HiredScore Modules Project Scope Table

Methodology. The Workday Deployment Methodology consists of the following four stages: Plan, Architect & Configure, Test, and Deploy (each, a "**Stage**"). The Professional Services and Deliverables within each Stage of the methodology are explained below. The Project scope has been defined through several discussions with Customer as described below. Deliverables and the respective responsible parties are listed for each Stage.

Approvals. Customer will provide all approvals required hereunder within five business days after Workday provides the applicable Deliverable for approval ("**Review Period**"). If Customer does not respond to Workday within the Review Period, the Deliverable will be deemed to be accepted. If Customer reasonably determines a Deliverable is materially deficient and notifies Workday during the Review Period, Workday will use reasonable efforts to correct the deficiency and re-deliver the Deliverable to Customer for approval and a subsequent Review Period.

Functionality. Workday will design and configure generally available functionality as prioritized by Customer. The parties will work together to prioritize the design and configuration of each component in scope during the Plan and Architect & Configure Stages of the Project. The design and configuration processes in this SOW are representations of key business processes to be designed and configured. The parties will finalize the in scope functionality during the Plan and Architect & Configure Stages of the Project, with appropriate consideration given to Project timeline, resources, and budget.

Plan Stage.

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The objectives of the Plan Stage are to further define the overall Project scope and to develop the procedures

Plan Stage Assumptions.

Architect & Configure Stage.

Architect & Configure Stage Assumptions.

Test Stage.

Test Stage Assumptions.

Deploy Stage.

Deploy Stage Assumptions.

General Assumptions.

Country Scope and Assumptions. For all countries in scope:

Requisition Support in Scope.

Integrations in Scope; Support.

Lists of Integrations in Scope.

Supported Integrations in Scope.

Integration and Template Support.

Supported Integrations. In connection with Customer's authorized use of HiredScore, Workday will use commercially reasonable efforts to provide ongoing support for Supported Integrations in accordance with Workday's current Production support. The SLA and Service Level Credits will not apply to any Supported Integration due to Workday's reliance on the third-party system with which each Supported Integration interfaces and the terms of use of and any fees charged by the applicable third party. Workday may modify or discontinue Supported Integrations from time to time.

Customer is responsible for supporting all integrations and connectors other than Supported Integrations and for all Customer-built connectors and integrations.

Dependencies and Requirements. The occurrence of any of the following dependencies or events may adversely impact Project timeline and Services required and require a Change Order.

Key Dependencies. Certain obligations to be performed by or on behalf of Customer hereunder are labeled "**Key Dependencies**." Workday cannot proceed with its obligations until Customer completely performs the Key Dependencies. Any such delay may require a Change Order to document any changes to the Project scope, timeline, or fees.

Business Process Changes and Refreshes. During the Project, Customer will avoid:

Deploying any business process changes. Customer will implement a business process freeze required from Project Kickoff until the Production Date.

Performing refresh in any Instance, or if impossible to delay refresh, providing refresh schedule before Project Kickoff.

Some operations will require Customer's cooperation to enable the appropriate access to Workday. Customer's delay in providing such cooperation will delay the Project timeline.

System Changes. Customer will avoid the following:

UI and API access - changes to the access and/or structure of Customer's Workday Tenants may require Workday to perform complex adaptations.

ATS refresh may result in a loss of test data and/or configurations. A Change Order will be required for Workday to restore lost test data and configurations.

Changes in the ATS that affect HiredScore functionality and/or any integration, such as, but not limited to:

- Business process changes
- Requisition association
- Application fields
- User-defined fields

Change Requests. Major changes that require Workday to perform significant adaptations or changes to this SOW or the scope and deliverables of the Project. Minor changes and requests will be evaluated and considered for the current scope if there are no major implications and delays on either the Customer or Workday side. Notwithstanding the foregoing, either party may require a Change Order for any change to the terms of this SOW.

Corrections to Personas, Access, or Permissions. The Professional Services Fees and Project timeline are based on Customer's configuration of personas, access, and permissions that are supported by HiredScore, which may differ from those permitted by Customer's ATS system.

Subcontracting. In the course of performing the Professional Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently located at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

Change Order Process. During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.

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Statement of Work- HiredScore (Adhoc)

Customer Name	Customer Name (“Customer”)
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Governing Agreement	Services Agreement (“Agreement”)
Agreement Effective Date	[Add Services Agreement Effective Date]
SOW Effective Date	The later of the dates beneath the parties’ signatures below OR Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	<HiredScore > (“Project”)

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region Zip/Postal Code** **Country**		
Phone		
Email (Required)		

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town, State/Province/Region Zip/Postal Code** **Country**	

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Attachments to Statement of Work ("Attachments")	
Appendix 1	**SOW Terms**
Appendix 2	**Financial Terms**
Appendix 3	**Description of Professional Services**
Appendix 4	**Customized Feature Authorization**

This Statement of Work (including the Attachments and Signature Document (if any), this "SOW") is effective as of the SOW Effective Date and is executed and will be performed by Workday, as successor in interest to HiredScore, LLC ("Hired Score"). "HiredScore," as used in the Agreement, will be interpreted to mean "Workday" for purposes of this SOW. Upon execution, this SOW is appended to and governed by the Agreement between Customer and Workday. By executing this SOW OR the Signature Document to which this SOW is attached ("Signature Document"), the undersigned agree that they are duly authorized signatories.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("SOW Offer Expiration Date"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until this SOW is executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the Agreement. In the event of a conflict between this SOW and the Agreement, this SOW will control with respect to the subject matter hereof.

Customer	**Workday Limited**
Signature	**Signature**
Name	**Name**
Title	**Title**
Date	**Date**

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Appendix 1

SOW Terms

1. Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. Customer Content is stored by Workday in an Instance within HiredScore. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant or Instance into third-party project management or collaboration tools (e.g., email, Smartsheet). Any such shared data and information will be treated as Confidential Information but is not Customer Content or Personal Information.

2. Customer Obligations.

2.1 Customer has sole responsibility (a) for obtaining and verifying it has all authorizations, consents, and rights necessary to for Workday to perform the Professional Services; (b) for any non-Workday content it provides to Workday hereunder; (c) for its hiring processes and employment-related decisions and for its compliance with Laws relating to such process (including, but not limited to, with respect to its use of HiredScore in connection with such process); and (d) for ensuring compliance with the Agreement and the Acceptable Use Policy ("AUP") including by its Affiliated Companies and Users. The current version of the AUP is located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html and is subject to change at Workday's discretion. During the SOW Term, Workday reserves the right to suspend Customer's access to HiredScore in the event Workday reasonably believes that Customer or its Affiliated Companies or Users has or intends to violate the AUP. To the extent practicable, Workday will only suspend Customer's right to access or use the HiredScore Instance, HiredScore, or the portions of HiredScore that caused the suspension. Customer agrees that any such suspension or termination will not be deemed a breach of the Agreement by Workday. Customer agrees to cooperate with Workday in the investigation of any actual or alleged violation of the AUP. Workday will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. Customer shall indemnify and hold Workday harmless from any losses arising out of or relating to any third-party claim concerning Customer Content or violation of the AUP by Customer or its Affiliated Companies or Users.

2.2 While the machine learning and analytics features in HiredScore have been developed with a variety of situations in mind, Customer's use of HiredScore, with the Customer Content and configurations, may result in new and untested results and outcomes. Customer is responsible for assessing the suitability of any such features and results prior to making them available to Users.

3. Universal Security Exhibit and Universal Data Processing Exhibit. Notwithstanding the terms of the Agreement, the Universal Security Exhibit ("USE") and Universal Data Processing Exhibit ("UDPE") currently located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html apply to this SOW.

4. HiredScore Audit Report. The audit report applicable to HiredScore is the most recently completed Service Organization Controls 2 Type II audit report for HiredScore or comparable industry-standard successor third-party audit report ("HiredScore SOC2"). For HiredScore, Workday (a) maintains a security program that conforms to the USE and is further described in the HiredScore SOC2, and (b) will not materially diminish the protections provided by the controls set forth in the USE and HiredScore SOC2.

5. Location Mapping. Customer's candidates' address information and job requisition location submitted to HiredScore may be shared with third party geolocation mapping service providers for distance calculations

and for this purpose only is not considered Customer Content but will be treated as Customer Confidential Information.

6. Termination.

6.1 Either party may terminate this SOW on the same terms in the Agreement that an Order Form may be terminated. If not earlier terminated by a party, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder or (ii) the termination of the Agreement. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the Agreement or any Order Forms thereto.

6.2 Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. Workday will invoice Customer on a time and materials basis for any unpaid fees for Professional Services performed up to the date of termination that are not covered by any prior invoice or payment.

7. Deletion of Staging Instance. Workday will delete the Staging Instance and any Customer Content contained therein following the completion of this SOW; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Content in accordance with the Agreement until deleted.

8. Definitions.

“Change Order” means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

“Evergreen Req” means a Professional Req that is always open, with candidate statuses, permissions, and supported actions that may be different from Professional Reqs.

“HiredScore” means the HiredScore Services as defined in the Agreement.

“Instance” means a unique instance of HiredScore, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access), and refers to a Staging Instance or a Production Instance. A “Tenant” is a type of Instance.

“Professional Req” means a professional position (excluding campus, internship, and student positions) that includes, without limitation, the skills, experience, candidate statuses, permissions, supported actions, and full lifecycle history of the applicant (i.e., no partial applicant history) where the position and Customer’s desired actions are supported by HiredScore. For clarity, hourly position requisitions that meet the foregoing requirements qualify as Professional Reqs.

“Req” or “Requisition” means an Evergreen Req or Professional Req, as the case may be.

Appendix 2

Financial Terms – Fixed Fee

1. Fixed Fee Payment Structure. Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below.

Invoice Number	Invoice Date	Invoice Amount
1	**Upon the SOW Effective Date**	**$[##,###]**
2		**$[##,###]**
[X]		**$[##,###]**
Total Professional Services Fees		**$[##,###]***

*Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("T&E") are not included in the Total Professional Services Fees.

2. Invoicing and Payment.

2.1 The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW, including Customer's timely completion of the Key Dependencies identified in Appendix 3. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the Agreement.

2.2 Workday will send electronic invoices only, which are effective upon receipt, or if Workday receives a bounceback message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

2.3 Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

2.4 Unless otherwise provided in the Agreement or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 3

Description of Professional Services and Project Scope

Deployment Approach.

The Workday deployment approach (described below) will serve as the baseline roadmap for this SOW. The overall process is supported by a set of Workday deployment tools, planning documents, activities, techniques, and/or Deliverables necessary to effectively implement Workday applications for your organization. The Workday deployment methodology is subject to change and may lead to updated materials or nomenclature over the course of this SOW. Any Workday deployment methodology adjustments that impact the timeline or Deliverables of this SOW are subject to the mutual written agreement of the parties.

In the event of a conflict between the terms of this SOW and the terms of this Appendix 3, the terms of this Appendix 3 will control.

Project Staffing. During the course of completing the Professional Services described in this SOW, Workday will assign and staff available resources to perform such Professional Services and provide the Deliverables. Customer's personnel will timely perform their obligations hereunder. Customer's failure to provide adequate resources is likely to result in extending the Project schedule and/or increasing the number of Workday consulting hours and/or resources required, which may impact the Project scope and fees.

Deployment Timeline. The estimated timeline to implement the HiredScore functionality listed in the table below is Number TBD (xx) weeks, based on the date Workday receives and confirms that Workday's consultants have implementer access to Customer's Staging and Production Instances. The estimated start date of the Project will be no later than <Month DD, YYYY>. The timeline does not take into account Customer-side delays, Change Orders, public holidays, ad-hoc requests, resource constraints, or any changes to the assumptions set forth herein or described in the Dependencies and Requirements section below.

Project Scope and Methodology.

HiredScore Project Scope Table

Item in Scope	Existing	New
HiredScore Modules	<AIRC, AITM, ...>	<N/A if no change>
Customer ATS	<Workday,...>	<N/A if no change>
Customer CRM		<N/A if no change>
Customer HCM		<N/A if no change>
Location of Customer ATS		<N/A if no change>
TNF Connector	Application interface between HiredScore and Randstad application to enable Customer to receive licensed data from the following Randstad data sources: (i) US-RS: Randstad US, (ii) US-RD: Randstad Digital US, and (iii) US-	TNF Connector

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Item in Scope	Existing	New
	RSM: RiseSmart US (collectively, the "RS Data Sources"). [(1)]	
Requisition Types	Professional Reqs and Evergreen Reqs	-
HiredScore Instances	Staging and Production Instances	-
Country(ies)		<N/A if no change>
User Interface ("UI") Language(s) for End Users		<N/A if no change>
HiredScore Data Center Location		<N/A if no change>

[(1)] The data contained within the RS Data Sources is not controlled or managed by Workday.

Detailed Scope Table:

Description of Services.

"Responsible Party" means the party primarily responsible for providing or delivering the deliverable, including coordinating with, and obtaining contributions from, the Secondary Responsible Party.

"Secondary Responsible Party" means the party responsible for providing contributions and/or assistance as may be required to enable the Responsible Party to complete the deliverable (e.g., input, information, time, information, expertise, data), but is not primarily responsible for delivering the deliverable.

Activity	Output	Responsible Party	Secondary Responsible Party
Project Kick-Off	Project Kick-Off Meeting: Introduction of all Customer and Workday Project team members Plan pre-Production weekly call schedule (weekly 30-minute Project calls) with Project managers to facilitate Project responsibilities and deliverables, including integrations, data science findings, and Customer-specific workflow validation sessions	Workday Implementation Manager and Technical Integration Consultant	Customer Project Lead and team members
Scoping	Technical and Functional:	Customer Project Lead, HR IT/Ops, IT (MS-Teams/	Workday Implementation Manager and

Activity	Output	Responsible Party	Secondary Responsible Party
	• Integration set up for Staging planning meeting • Customer to provide access and permissions for Staging and Production Instances • Workday to verify access and permissions for Staging and Production Instances • Configuration in Staging Instance • SSO Coordination and Set up • Third party integrations (e.g., MS-Teams) • Standard operating procedures • Data availability and quality	Email DNS and SSO)	Technical Integration Consultant
	HiredScore Design (Meetings): • Walk-through key recruiter workflow actions in ATS (moving candidate through hiring funnel) • Discuss key features currently utilized in ATS to inform Workday of Customer's customizations and configuration • Discuss which existing statuses in Customer's ATS will be relevant for use in the HiredScore Spotlight, HM Dashboard, or if new statuses will need to be added • Confirm Action buttons and feedback of HM if relevant • HM to TA Collaborator workflow & messages	Customer Project Lead and TA and HM leads	Workday Implementation Manager
Technical Prerequisites	Completed Workday-provided deployment workbooks for configurations, design decisions	Workday Implementation Manager	Customer Project Lead, TA and HM leads
System	Configuration of HiredScore Service UI for Staging Instance	Workday Implementation Manager	

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Activity	Output	Responsible Party	Secondary Responsible Party
Implementation in Staging Instance	Enablement of TNF Connector in Production Instance Workday to enable TNF Connector and update the HiredScore configurations to support TNF Connector. Customer to validate data from RS Data Sources and HiredScore data are synchronized and viewable in HiredScore UI.	Workday Implementation Manager	Customer HRIS/HRIT teams, Project Team
Functional Implementation	System Data Export, Data Adaptation and Custom Field Mapping • ATS and HCM Data exports • HiredScore-specific configuration to be based upon the agreed design decisions	Workday Implementation Manager	
	HiredScore UI initial review with Customer and feedback intake	Workday	Customer Project Lead, HR IT/Ops, TA and HM leads
	User Acceptance Testing ("UAT") session in Staging Instance (1-2 meetings)	Customer Project Lead, HR IT/Ops, TA and HM leads, Recruiter	Workday Implementation Manager
Production Configuration Update	Production Build and Update: • Customer to migrate all configuration changes to Workday Production Tenant, at least one month prior to the Production Date • Verification of access and permissions for Production	Customer Project Lead, HR IT/Ops, IT (MS-Teams/Email DNS and SSO)	Workday Technical Integration Consultant
	Workday to copy configuration to Production and update integration elements	Workday Implementation Manager and Technical Integration Consultant	

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Activity	Output	Responsible Party	Secondary Responsible Party
Pre-Production Validation	Pre-Production Validations and Smoke Testing in Production (Meeting) Conduct pre-Production validations in the Production Instance with Customer HRIS and Recruiter Lead to verify before the Production Date • Review system settings again if needed	Workday Implementation Manager	Customer Project Lead, Project Team members optional, Customer HR Ops and Customer Recruiter Lead
User Onboarding	Workday to provide Customer access to training and best practice materials.	Workday Implementation Manager, Workday Customer Success Manager	Customer Project Lead, Project Team and relevant Customer Recruiters/TA
Post Launch Support	Post-Production Post-Production activities for a period of 2-4 consecutive weeks from Production Date	Workday Implementation Manager, Workday Customer Success Manager	Customer Project Manager and NSCA/NSC

General Assumptions. The Professional Services Fees and timeline for this Project are conditioned on the General Assumptions set forth below and the other assumptions set forth in this SOW. Each party will promptly remedy any unmet assumption for which it is responsible.

Each party will assign a Project Manager to manage such party's roles and responsibilities for the Project, and a representative to a "Steering Committee" composed of Team Members from each party (or their respective designees).

Either party may escalate issues that are not resolved by the Project teams in a timely manner to the Customer Project Manager and Workday Implementation Manager then, if not resolved, to the Steering Committee.

Customer is responsible for granting UI, API, Tenant, or Instance access to applicable Workday Project members, including administrator access, as reasonably required to perform the Professional Services.

Workday will perform all Professional Services remotely except for specific activities where travel is mutually agreed to in writing. Additional fees may be required for onsite work. Customer will provide adequate workspace and network connections when Professional Services are performed at an onsite location.

Workday will perform Professional Services during common business hours in the location where such services are performed, excluding holidays as observed by the parties.

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Customer will timely provide knowledgeable and appropriate resources to actively participate in all required Project activities. Customer understands that certain Project meetings and activities may occur in US-based time zones.

Customer is responsible for the timely coordination and performance of internal resources and external vendors necessary to timely perform all required activities in this SOW. Customer is responsible for timely obtaining and maintaining all licenses and other agreements with its third party service providers and other suppliers required for Workday to perform the Professional Services.

Customer will develop and deploy a Production support model, including defining roles and responsibilities, processes, and internal service level agreements between Customer teams.

Change management, internal communications, testing, and training are outside the scope of this SOW, except to the extent expressly provided herein.

The pricing and schedule set forth in this SOW are based on using Workday-provided systems, tools, and devices. Any use of Customer-provided systems, tools, or devices must be pre-approved in writing by Workday, in its sole discretion, and are subject to a Change Order and Agreement amendment.

Delays caused by incorrect or incomplete Customer-provided information and Customer's failure to timely meet obligations may result in schedule delays and/or other impacts to the Project scope and fees.

Customer's delay or failure to meet its obligations may result in Workday pausing its performance until the parties have reached mutual agreement in writing and Workday is able to re-staff the Project.

Except for any non-English UI (if specified in HiredScore Project Scope Table above), all Professional Services, Deliverables, agreements, communications, and documentation will be written, executed, and/or delivered (as the case may be) in the English language. Any translation into any other language will be at the discretion and cost of Customer.

HiredScore does not support all types of hiring or recruiting requisitions or statuses.

Customer chooses how the Service is configured to meet its business and legal needs, and Customer understands that it is responsible for determining if its chosen configuration and use of the Service complies with Law. The foregoing does not modify or limit Workday's obligations set forth in the UDPE or other data processing agreement between the parties.

Any services, activities, product features, functionality, or configurations not expressly listed in this Appendix 3 are not in scope for this Appendix 3. The parties agree that no additional Professional Services or Deliverables are implied under this SOW.

Customer is responsible for workstation compliance to Workday's minimum browser requirements, as provided by Workday.

If Customer requires an additional Instance, additional fees will apply.

If Customer does not complete the ATS Embedded Fetch configuration in the ATS prior to Pre-Go Live Validation, Embedded Fetch will not be available at the Production Date. Customer can configure and enable the Embedded Fetch configuration in the ATS post Production Date without dedicated support from Workday.

Country Scope and Assumptions. For all countries in scope:

The HiredScore UI layout will be the same for this Project. This includes but not limited to: AI insights, candidate profile page, filters, columns, messages text and structure, hiring manager screens, and actions available for users.

HiredScore process functional configuration will be the same for this Project. This includes but not limited to: automation rules triggers and frequency, email templates, and measurement units.

HiredScore will mimic a single configuration in Customer's HCM or recruiting system as follows:

- Using a single data schema structure;
- One Workday business process configuration with a single set of Workday Stages, statuses, steps, and condition rules for the configuration
- A single configuration of pre-screening questions, opt-in/out of AI, identification of candidate types and sub-types (e.g., internals, referrals, rehires), identification of Req types (e.g., internal, external, confidential), assessments, work authorization logic, and other aspects of HiredScore.

HiredScore AI model will be the same for this Project.

This SOW includes a single rollout to Production for this Project. This also includes: a single testing phase, a single Production validation stage, and a single Production Date.

Testing Services Overview.

Workday will conduct internal testing and quality evaluation processes, which may include human and / or automated, in each Instance in accordance with the previously agreed testing procedures.

Workday will conduct a guided online UAT session of 90 minutes with Customer in each Instance, as described above.

Specific functionalities that depend on the AI and require Customer-provided data will be only available for testing in Production. Specific scenarios or use cases will be tested in the applicable steps.

In order for Workday to carry out both the internal testing and the Customer-facing testing, Workday recommends having the following test data in each Instance: at least one open Req per supported workflow with at least seven candidates in each. At Customer's request, Workday will provide a Test Pack of sample data required for testing for Customer to upload to the Staging Instance for testing.

TNF Exclusions: The following are expressly excluded for the TNF Connector:

License to use RS Data Sources,

Additional configurations (e.g., custom filters, templates, reports) and data sources, and

Testing, change management, and training activities.

Requisition Support in Scope. During the SOW Term, Customer will inform Workday of the field that Customer will use to identify the recruiting type of the Req.

Integrations in Scope: Support.

Integration Scope. This section describes the integrations to be delivered by Workday and Customer under this SOW based on the information provided by Customer and the parties' understanding as of the SOW Effective Date.

Integration Classifications.

"Supported Integrations" describes the productized connectors or integrations that exist in HiredScore and connect HiredScore to a third party application. Supported Integrations require only configuration to deploy. The Supported Integrations for this SOW are listed in the "Supported Integrations in Scope" table.

"Customer Integration" means middleware or an integration layer provided by Customer or a third party, including any Custom Integration. The Customer Integrations for this SOW are listed in the "Customer Integrations in Scope" table.

List of Integrations in Scope.

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Supported Integrations in Scope.

#	Integration Name	Responsible Party	Assumptions
1	MS Teams	Customer	Customer to provide Workday with MS Teams access and sufficient permissions according to the "HiredScore MS Teams Solutions Configuration Guide" document. HM to TA Collaboration – Include Create Service Account and Azure App Registration and enable permissions to the Service Account Employee Career Guide – Creating a Bot for HiredScore using the Azure Bot solution with Microsoft App ID and the base cost HiredScore integration to MS Team is limited to a single instance / tenant of MS Teams.
2	Workday ATS	Workday	Bi-directional integration, leveraging the HiredScore Service's standard user access as provided in the 'Request for Access' document for the ATS. Customer to enable Workday WQL for Workday Prospects
3	Workday HCM	Workday	Bi-directional integration, leveraging the HiredScore Service's standard user access as provided in the 'Request for Access' document for the HCM.

Customer Integrations in Scope.

#	Integration Name	Third Party Vendor or Application	Assumptions
1			
2			
3			

List of Workday-developed Custom Integrations in Scope.

Any connector or integration developed by Workday or co-developed by the parties hereunder is a Workday-developed Custom Integration.

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“Custom Integration,” if not defined in the Agreement, means any integration or interface between any third party application or service provider and the Service that are developed by (a) Customer or a third party acting on Customer’s behalf pursuant to a separate third party agreement (“Customer-provided Custom Integration”), or (2) Workday pursuant to a SOW (a “Workday-developed Custom Integration”). Custom Integrations are deployed, maintained, and supported by Customer and are not part of the Service.

For purposes of this SOW, the “Service” refers to HiredScore, and a “SOW” includes this SOW. Notwithstanding the definition of “Custom Integration,” Workday will support the Workday-developed Custom Integrations as Supported Integrations. The Workday-delivered Custom Integrations for this SOW are listed in the Workday-delivered Custom Integrations in Scope table.

Workday-developed Custom Integrations in Scope.

#	Integration Name	Third Party Vendor or Application	Assumptions
1			
2			

Integration and Template Support.

(i) Supported Integrations. In connection with Customer’s authorized use of HiredScore, Workday will use commercially reasonable efforts to provide ongoing support for Supported Integrations in accordance with Workday’s current Production support. The SLA and Service Level Credits will not apply to any Supported Integration due to Workday’s reliance on the third-party system with which each Supported Integration interfaces and the terms of use of and any fees charged by the applicable third party. Workday may modify or discontinue Supported Integrations from time to time.

(ii) Customer is responsible for supporting all integrations and connectors other than Supported Integrations and for all Customer-built connectors and integrations.

Dependencies and Requirements. The occurrence of any of the following dependencies or events may adversely impact Project timeline and Services required and require a Change Order.

Key Dependencies. Certain obligations to be performed by or on behalf of Customer hereunder are labeled “Key Dependencies.” Workday cannot proceed with its obligations until Customer completely performs the Key Dependencies. Any such delay may require a Change Order to document any changes to the Project scope, timeline, or fees.

Business Process Changes and Refreshes. During the Project, Customer will avoid:

Deploying any business process changes. Customer will implement a business process freeze required from Project Kickoff until the Production Date.

Performing refresh in any Instance, or if impossible to delay refresh, providing refresh schedule before Project Kickoff.

Some operations will require Customer’s cooperation to enable the appropriate access to Workday. Customer’s delay in providing such cooperation will delay the Project timeline.

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System Changes. Customer will avoid the following:

UI and API access - changes to the access and/or structure of Customer's Workday Tenants may require Workday to perform complex adaptations.

HCM or ATS refresh may result in a loss of test data and/or configurations. A Change Order will be required for Workday to restore lost test data and configurations.

Changes in the ATS that affect HiredScore functionality and/or integration, such as, but not limited to:

- Business process changes
- Requisition association
- Application fields
- User-defined fields

New Third party Integrations - Any third party integrations or connections not detailed in this SOW that affect the workflows and/or processes agreed upon in the Plan Stage may require Workday to perform complex adaptations that require a Change Order and may increase the Project cost and timeline.

Change Requests. Major changes that require Workday to perform significant adaptations or changes to this SOW or the scope and deliverables of the Project. Minor changes and requests will be evaluated and considered for the current scope if there are no major implications and delays on either the Customer or Workday side. Notwithstanding the foregoing, either party may require a Change Order for any change to the terms of this SOW.

Corrections to Personas, Access, or Permissions. The Professional Services Fees and Project timeline are based on Customer's configuration of personas, access, and permissions that are supported by HiredScore, which may differ from those permitted by Customer's HCM system.

Subcontracting. In the course of performing the Professional Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently located at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "Subcontractor"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

Change Order Process. During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.

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EA Statement of Work- HiredScore (Contingent Sourcing Agent)

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	HiredScore – Contingent Sourcing Agent: AI for Recruiting ("**AIRC**") – VNDLY ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**		
Phone		
Email (Required)		

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services

By executing this document **OR** the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

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Customer	Workday Limited
Signature	Signature
Name	Name
Title	Title
Date	Date

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Appendix 1
SOW Terms

General. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.

Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant or Instance into third-party project management or collaboration tools (e.g., email, Smartsheet). Any such shared data and information will be treated as Confidential Information but is not HiredScore Data, Covered Data, or Professional Services Data.

Termination.

Notwithstanding the terms of the PSA, either party may terminate this SOW only for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.

Unless either party terminates this SOW in accordance with the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder or (ii) the termination of the PSA. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. Workday will invoice Customer for any unpaid fees for Professional Services performed up to the date of termination that are not covered by any prior invoice or payment.

Deletion of Staging Instance. Workday will delete the Staging Instance and any Professional Services Data contained therein following the completion of this SOW; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

Definitions.

"**Change Order**," if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

"**Evergreen Req**" means a Professional Req that is always open, with candidate statuses, permissions, and supported actions that may be different from Professional Reqs.

"**Instance**," if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A "**Tenant**" is a type of Instance.

"**Professional Req**" means a professional position (excluding campus, internship, and student positions) that includes, without limitation, the skills, experience, candidate statuses, permissions, supported actions, and full lifecycle history of the applicant (i.e., no partial applicant history) where the position and Customer's desired actions are supported by HiredScore. For clarity, hourly position requisitions that meet the foregoing requirements qualify as Professional Reqs.

"**Req**" or "**Requisition**" means an Evergreen Req or Professional Req, as the case may be.

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Appendix 2
Financial Terms – Fixed Fee

Fixed Fee Payment Structure. Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees set forth below.

Subtotal Professional Services Fees	**$##,###**
Less, a one-time Workday Investment	**($##,###)**
Total Professional Services Fees	**$ 0.00***

Customer will not be required to pay Professional Services Fees for the Services provided under this SOW, representing a one-time Workday investment in Professional Services for this SOW (the "**Investment**"). Any mutually agreed travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not waived and will be billed to Customer on a monthly basis as incurred. If the parties mutually agree to reduce the scope of Professional Services provided hereunder, the Investment automatically will be reduced accordingly.

The Investment will apply exclusively to the Professional Services described in this SOW and may not be used towards: (i) any other Workday professional services outside the scope of work described in this SOW, (ii) a credit for future services under any additional engagement with Workday, (iii) training, (iv) fees or other amounts due under the MSA or any Order Form, or (v) as a credit to be applied by Customer towards any professional services rendered by any third party. The Investment is a "maximum cap" investment applied towards Professional Services provided by Workday under this SOW. Any portion of the Investment not utilized hereunder will expire upon the completion of the Project. Customer will not be entitled to any credit or refund for any expired or unused Investment. The Investment does not apply to amendments or Change Orders to this SOW unless mutually agreed by the parties therein.

Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 3
Description of Professional Services and Project Scope

Deployment Approach.
This SOW requires that Customer be in Production with the VNDLY Service and the HiredScore Service. This SOW does not include any Professional Services related to the deployment or modification of either Service except for the deployment of the Contingent Sourcing Agent for the AIRC ("**Contingent Sourcing Agent**") as expressly provided in this SOW.

The Workday deployment approach (described below) will serve as the baseline roadmap for this SOW. The overall process is supported by a set of Workday deployment tools, planning documents, activities, techniques, and/or Deliverables necessary to effectively implement Workday applications for your organization. The Workday deployment methodology is subject to change and may lead to updated materials or nomenclature over the course of this SOW. Any Workday deployment methodology adjustments that impact the timeline or Deliverables of this SOW are subject to the mutual written agreement of the parties.

In the event of a conflict between the terms of this SOW and the terms of this Appendix 3, the terms of this Appendix 3 will control.

Project Staffing. During the course of completing the Professional Services described in this SOW, Workday will assign and staff available resources to perform such Professional Services and provide the Deliverables. Customer's personnel will timely perform their obligations hereunder. Customer's failure to provide adequate resources is likely to result in extending the Project schedule and/or increasing the number of Workday consulting hours and/or resources required, which may impact the Project scope and fees.

Deployment Timeline. The standard timeline to implement Contingent Sourcing Agent functionality to the listed in the Scope table below is eight (8) weeks. The estimated start date of the Project is [Month, Day, Year] ("**Project Start Date**") and estimated Production date is [Month, Day, Year] ("**Production Date**"). During the Plan Stage, Workday will deliver to Customer the "**Project Plan**" that confirms the mutually agreed Project Start Date, the Production Date, and the planned duration of each Stage. Workday requires up to [Number TBD (X)] months lead time from the SOW Effective Date to staff the Project and Workday will commence providing the Services after it receives and confirms that it has implementer access to Customer's Staging and Production Instances and that Customer has finalized ATS Configuration as a result of its previously-conducted end-to-end testing apart from this SOW. The timeline does not take into account Customer-side delays, Change Orders, holidays observed by either party, ad-hoc requests, resource constraints, or any changes to the assumptions set forth herein or described in the Dependencies and Requirements section below. Similarly, if Customer is also deploying the Workday Recruiting Service, that deployment must be at the final testing stage before the Project Start Date can occur.

Project Scope and Methodology.

Project Scope Table

HiredScore Modules Project Scope Table

Methodology. The Workday Deployment Methodology consists of the following four stages: Plan, Architect & Configure, Test, and Deploy (each, a "**Stage**"). The Professional Services and Deliverables within each Stage of the methodology are explained below. The Project scope has been defined through several discussions with Customer as described below. Deliverables and the respective responsible parties are listed for each Stage.

Approvals. Customer will provide all approvals required hereunder within five business days after Workday provides the applicable Deliverable for approval ("**Review Period**"). If Customer does not respond to Workday within the Review Period, the Deliverable will be deemed to be accepted. If Customer reasonably determines a Deliverable is materially deficient and notifies Workday during the Review Period, Workday will use reasonable efforts to correct the deficiency and re-deliver the Deliverable to Customer for approval and a subsequent Review Period.

Functionality. Workday will design and configure generally available functionality as prioritized by Customer. The parties will work together to prioritize the design and configuration of each component in scope during the Plan and Architect & Configure Stages of the Project. The design and configuration processes in this SOW are representations of key business processes to be designed and configured. The parties will finalize the in scope functionality during

the Plan and Architect & Configure Stages of the Project, with appropriate consideration given to Project timeline, resources, and budget.

Plan Stage.

Key Dependency

Plan Stage Assumptions.

Architect & Configure Stage.

Architect & Configure Stage Assumptions.

Test Stage.

Test Stage Assumptions.

Deploy Stage.

Deploy Stage Assumptions.

General Assumptions.

Country Scope and Assumptions. For all countries in scope:

Requisition Support in Scope.

Integrations in Scope; Support.

Lists of Integrations in Scope.

Supported Integrations in Scope.

Integration and Template Support.

Supported Integrations. In connection with Customer's authorized use of HiredScore, Workday will use commercially reasonable efforts to provide ongoing support for Supported Integrations in accordance with Workday's current Production support. The SLA and Service Level Credits will not apply to any Supported Integration due to Workday's reliance on the third-party system with which each Supported Integration interfaces and the terms of use of and any fees charged by the applicable third party. Workday may modify or discontinue Supported Integrations from time to time.

Customer is responsible for supporting all integrations and connectors other than Supported Integrations and for all Customer-built connectors and integrations.

Dependencies and Requirements. The occurrence of any of the following dependencies or events may adversely impact Project timeline and Services required and require a Change Order.

Key Dependencies. Certain obligations to be performed by or on behalf of Customer hereunder are labeled "**Key Dependencies**." Workday cannot proceed with its obligations until Customer completely performs the Key Dependencies. Any such delay may require a Change Order to document any changes to the Project scope, timeline, or fees.

Business Process Changes and Refreshes. During the Project, Customer will avoid:

Deploying any business process changes. Customer will implement a business process freeze required from Project Kickoff until the Production Date.

Performing refresh in any Instance, or if impossible to delay refresh, providing refresh schedule before Project Kickoff.

Some operations will require Customer's cooperation to enable the appropriate access to Workday. Customer's delay in providing such cooperation will delay the Project timeline.

System Changes. Customer will avoid the following:

UI and API access - changes to the access and/or structure of Customer's Workday Tenants may require Workday to perform complex adaptations.

ATS refresh may result in a loss of test data and/or configurations. A Change Order will be required for Workday to restore lost test data and configurations.

Changes in the ATS that affect HiredScore functionality and/or any integration, such as, but not limited to:

- Business process changes
- Requisition association
- Application fields
- User-defined fields

Change Requests. Major changes that require Workday to perform significant adaptations or changes to this SOW or the scope and deliverables of the Project. Minor changes and requests will be evaluated and considered for the current scope if there are no major implications and delays on either the Customer or Workday side. Notwithstanding the foregoing, either party may require a Change Order for any change to the terms of this SOW.

Corrections to Personas, Access, or Permissions. The Professional Services Fees and Project timeline are based on Customer's configuration of personas, access, and permissions that are supported by HiredScore, which may differ from those permitted by Customer's ATS system.

Subcontracting. In the course of performing the Professional Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently located at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

Change Order Process. During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.

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Statement of Work- Evisort Deployment

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	Workday [Contract Intelligence] **OR** [Contract Lifecycle Management] Service Deployment ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**		
Phone #		
Email (Required)		

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**	

Workday Contract Intelligence Service - Features in Scope	
Number of Documents	[X]
Number and Type of Custom AI Models	[X] Essential [X] Standard [X] Enhanced None
Number and Type of Ask AI Prompts	[X] Essential [X] Standard [X] Enhanced None
Salesforce Connector	Included/Not Included

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Workday Contract Intelligence Service - Features in Scope	
Number and Purpose of Advisory Services (5 hour packages) ("**Advisory Services**")	[X] Solution Design 1 Contract Intelligence [X] Value Alignment [X] Technical Guidance [X] Legacy Contract Migration
Number of Additional Training Courses	[X]

Workday Contract Lifecycle Management Service - Features in Scope	
Number of Documents	[X]
Number and Type of Custom AI Models	[X] Essential [X] Standard [X] Enhanced None
Number and Type of Ask AI Prompts	[X] Essential [X] Standard [X] Enhanced None
Number and Type of Workflows ("**Workflows**")	[X] CLM Essentials Workflows [X] CLM Standard Workflows [X] CLM Enhanced Workflows [X] Salesforce Essentials Workflows [X] Salesforce Standard Workflows [X] Salesforce Enhanced Workflows None
Salesforce Connector	Included/Not Included
Initiate Contract Request Intake Process from Salesforce	Included/Not Included
Electronic Signature Connector (Adobe Sign or DocuSign only)	Included/Not Included
Number and Purpose of Advisory Services (5 hour packages) ("**Advisory Services**")	[X] Solution Design [X] Contract Intelligence 1 Workflow [X] Value Alignment [X] Technical Guidance [X] Legacy Contract Migration
Number of Additional Training Courses	[X]

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services
Appendix 4	Ready-to-Use AI Models
Appendix 5	Advisory Services Topics

By executing this document **OR** the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date. All training courses and training material provided under this SOW are Training Courses and Training Content subject to the Workday

Training Terms located at [https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html] **OR** [https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html] (the "**Terms and Conditions Webpage**"), except that such Training Courses and Training Content may not be listed in the Training Catalog and may not be purchased using Training Credits.

The offer set forth in this SOW is valid only through [SOW_Exp_Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

Appendix 1
SOW Terms

General. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA, as modified by the Contract Integration/Contract Lifecycle Management Service Program Terms located on the Terms and Conditions Webpage (the "**Product Terms**"). In the event of a conflict among the terms of this SOW and the terms of the PSA or the Product Terms, the order of precedence is the terms of (i) this SOW, (ii) the Product Terms, and (iii) the PSA.

Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from the Service into third-party project management or collaboration tools (e.g., email, Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Customer Content, Covered Data, Customer Data, or Professional Services Data.

Termination.

Notwithstanding the terms of the PSA, either party may terminate this SOW only for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.

Unless earlier terminated, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

Upon receipt of any outstanding Customer payment(s) due at the time of termination, Workday will provide to Customer any partially completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday obligation of any kind. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. Any unpaid fees for all Professional Services performed up to the date of termination that are not directly covered by any prior invoice or payment will be invoiced on a time and materials basis.

Processing and Security of Personal Data. If the Security Exhibit between the parties does not expressly apply to Professional Services, the Workday Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html will apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Professional Services, the Workday Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html will apply to the processing of Personal Data as part of the Professional Services performed by Workday.

Definitions.

"**Approval Matrix**" means the Customer-provided contract approval authority document.

"**CI**" means Workday's Contract Intelligence Service.

"**CI-compatible Source**" means a single cloud storage source that may be any one of the following: OneDrive, SharePoint, Google Drive, Box, or Dropbox.

"**CLM**" means Workday's Contract Lifecycle Management Service, which incorporates CI.

"**Contract Template**" means a document template with fields that can be mapped to user-selected values from an Intake Form or CI and is used in a Workflow to create a contract document.

"**Document**" means a contract, agreement, template, attachment, or other form of document migrated from the CI-compatible Source.

"**Features in Scope Table**" means the Features in Scope Table located in the Signature Document.

"**In scope**," whether or not capitalized, means the value set forth on the Signature Document for this SOW.

"**Instance**," if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"**Intake Form**" means a structured questionnaire used to capture necessary information from internal stakeholders and systems that will be used to draft a contract

"**Professional Services Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the PSA for the purpose of being input into the Service, or Professional Services Data or Customer Data accessed within or extracted from Customer's Tenant to perform the Professional Services.

"**Project Plan**" means the planning document and schedule provided and updated by Workday from time to time throughout the Project.

"**Ready-to-Use AI Models**" means the field and clause models incorporated into the CI Service and listed in Appendix 4, and any modifications to such models made by Workday under this SOW.

"**Service**," as used in this SOW, refers to the CI Service or CLM Service to which Customer has subscribed.

"**Signature Matrix**" means the Customer-provided contract signature authority document used for electronic signatures (if in scope).

"**Tenant**" is a type of Instance.

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Appendix 2
Financial Terms – Fixed Fee

Fixed Fee Payment Structure. Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below.

Invoice Number	Invoice Date	Invoice Amount
1	SOW Effective Date	$[##,###]
2		$[##,###]
[X]		$[##,###]
Total Professional Services Fees*		$[##,###]*

*Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("T&E") are not included in the Total Professional Services Fees.

Invoicing and Payment.

The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA.

Workday will send electronic invoices only that are effective upon receipt, or if Workday receives a bounce back message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 3
Description of Workday Professional Services

Project Scope.

Project Stages. Workday will perform the Services associated with each Project stage described below.

Plan Stage.

Architect and Configure Stage.

Test Stage.

Deploy Stage.

Advisory Services.

Post-Production Support.

Project Schedule.

Project Deliverables and Materials.

Team Roles & Responsibilities.

Customer Roles.

Workday Personnel.

Project Assumptions.

Constraints.

SOW Scope Exclusions.

Documentation and Recording. Apart from any Customer case request or case notes made (if applicable), or Deliverables expressly required to be provided by Workday, Workday is not required to document the results of, or record, any session or meeting conducted hereunder. Subject to compliance with Law, Customer may record a session or meeting upon request during the session or meeting for later review in support of its own internal business purposes, in which case Customer must provide the platform for the call and recording. A copy of such recording will be provided to Workday upon reasonable request. Notwithstanding the foregoing, if Customer is subject to any form of public records requirements such as (without limitation) Sunshine Acts, Open Records Acts, Freedom of Information Acts or the like, Customer will not record any meeting or session. Any Workday Confidential Information contained in a session recording remains Workday's exclusive property and Confidential Information.

Subcontracting. In the course of performing the Professional Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's Subprocessor List(currently located at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Professional Services and related administration. Workday is responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

Change Order Process. During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.

Appendix 4- Ready-to-Use AI Models
Appendix 5- Advisory Services Topics

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Statement of Work- Paradox Deployment

Customer Name	Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Name of Professional Services Agreement	Professional Services Agreement ("**PSA**")
PSA Effective Date	PSA Effective Date **OR** See the PSA/Signature Document executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the Signature Document to which this SOW is attached
Currency	GBP
Project Name	Project Name ("**Project**")

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address **City/Town, State/Province/Region** **Zip/Postal Code** **Country**		
Phone #		
Email (Required)		

Attachments to Statement of Work	
Appendix 1	SOW Terms
Appendix 2	Financial Terms
Appendix 3	Description of Professional Services

By executing this document **OR** the Signature Document to which this SOW is attached ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through [Offer Expiration Date] ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Workday has the right to rescind the offer, in which case this SOW is null and void. Neither party will have any obligation to the other party hereunder until the PSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable Attachments have the same meaning as set forth in the PSA or in the primary Service subscription agreement between the parties (the "**MSA**"), as applicable.

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Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Appendix 1
SOW Terms

General. Customer and Workday have executed this Statement of Work (including the Signature Document and the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the PSA between Customer and Workday. In the event of a conflict between the terms of this SOW and the terms of the PSA, the terms of this SOW will prevail with respect to the subject matter hereof.

Professional Services and Scope. This SOW describes the Professional Services that Workday will perform for Customer. Workday will have no obligation to perform any services that are not expressly described in this SOW unless the parties execute a mutually agreed Change Order or separate statement of work. Upon execution, any Change Order is incorporated into this SOW. To facilitate communication between Customer and Workday under this SOW, the parties may input limited data, screenshots, or other content from Customer's Tenant, Instance, or File Transfer Server folder into third-party project management or collaboration tools (e.g., email, Smartsheet). The parties will make reasonable efforts to limit such content to non-sensitive data, which will be treated as Confidential Information but is not Covered Data, Customer Data, or Professional Services Data.

Termination.

Customer may terminate this SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this SOW for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party (including repeated delays) 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.

Unless either party terminates this SOW in accordance with the PSA or the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Professional Services performed hereunder, (ii) the termination of the PSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason will not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

Upon receipt of any outstanding Customer payment (s) at the time of termination, at Customer's request, Workday will provide to Customer any partially-completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday obligation of any kind. Workday will refund Customer any excess prepaid fees for the affected Professional Services that were not performed prior to the effective date of termination. If Customer terminates this fixed fee SOW, the unpaid fees for all Professional Services performed up to the date of termination that are not directly covered by any prior invoice or payment will be invoiced on a time and materials basis and no refunds will be provided.

Processing and Security of Personal Data. If the Security Exhibit between the parties does not expressly apply to Professional Services, the Workday Universal Security Exhibit located on the Workday Terms and Conditions Webpage will apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Professional Services, the Workday Universal Data Processing Exhibit located on the Workday Terms and Conditions Webpage will apply to the processing of Personal Data as part of the Professional Services performed by Workday.

Deletion of Professional Services Data. If the deletion of Professional Services Data is not expressly addressed in Customer's PSA, this Section will apply. Workday will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with the PSA until deleted.

Definitions.

"**Covered Data**," if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means (i) Customer Content or (ii) Professional Services Data.

"**Customer Content**," if not defined in the MSA, means electronic data or information submitted to the Service by Customer, its Affiliates, or Authorized Parties.

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“**Change Order**,” if not defined in the PSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Professional Services to be performed by Workday pursuant to a SOW.

“**File Transfer Server**” if not defined in the PSA, means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for deployment purposes.

“**Instance**,” if not defined in the MSA, means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access). A “**Tenant**” is a type of Instance.

“**Paradox Service**” means the Paradox Candidate Experience Service or Paradox Conversational Applicant Tracking System (ATS) to which Customer has subscribed.

“**Professional Services Data**,” if not defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the PSA for the purpose of being input into the Service, or other Covered Data accessed within or extracted from a Service to perform the Professional Services.

“**Terms and Conditions Webpage**” means the web pages located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html.

“**Training Terms**” mean the Training Terms located on the Terms and Conditions Webpage that apply to the training provided under this SOW.

“**Workday Recruiting**” means the Workday Recruiting Service to which Customer has subscribed.

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Appendix 2
Financial Terms – Fixed Fee

Fixed Fee Payment Structure. Workday will perform the Professional Services and provide Deliverables under this SOW based upon the total Professional Services Fees and the invoice schedule set forth below.

Invoice Number	Invoice Date	Invoice Amount
1	Upon the SOW Effective Date	$[##,###]
Total Professional Services Fees		**$[##,###]***

* Travel and other expenses incurred by Workday related to Professional Services outlined in this SOW ("**T&E**") are not included in the Total Professional Services Fees.

Invoicing and Payment.

The Professional Services Fees above are based on the scope, timeline, and assumptions set forth in this SOW. All Professional Services Fees due under this SOW (except fees subject to good faith dispute) are due and payable as provided in the PSA.

Workday will send electronic invoices only, which are effective upon receipt, or if Workday receives a bounceback message, the invoice is deemed to be effective on the next business day. Workday will invoice Customer for any T&E incurred under this SOW on a monthly basis.

Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com. Upon Workday's request, Customer will make payments via electronic bank transfer.

Unless otherwise provided in the PSA or expressly designated in this SOW, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 3
Description of Professional Services
Paradox Deployment

Requested Start Date: Approximately [Number] weeks from the SOW Effective Date.
Requested Production Date: Approximately [Number] weeks from the Requested Start Date.
Professional Services in Scope.

Overview.

Scope.

Deployment Methodology.

Assumptions and Conditions.

Subcontracting. In the course of performing the Professional Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently located at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Professional Services and related administration. Workday will be responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

Change Order Process. During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Paradox Service features. Upon either party's request, Workday will describe such requested changes, and the associated fees for additional Professional Services to be provided, in a proposed Change Order. Each proposed Change Order will contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval, then will circulate the mutually agreed Change Order for signature. Proposed Change Orders will remain valid for a period of fifteen (15) business days from the date of submission. If Customer does not approve the Change Order in writing within the fifteen (15) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon the parties' execution of a Change Order, Workday will begin performing the Professional Services described in the Change Order.

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Peakon Adoption Packages Order Form

Customer Name	Enter Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
MSA Effective Date	See MSA executed herewith or Enter MSA Effective Date
Order Effective Date	Select Order Effective Date
Currency	GBP
Total Consulting Fees	
Fee Type	Fixed Fee
Invoice Date	Order Effective Date

Customer Experience Program	Workday Peakon Employee Voice Adoption Services Program

Contact Information	**Billing Contact**	**Project Contact**
Contact Name		
Street Address City/Town, State/Region/Province, Zip/Postal Code Country		
Phone #		
Email (required)		

This Order Form (this "**Order Form**") for the Workday Peakon Employee Voice Adoption Services Program (the "**Program**") is entered into as of the Order Effective Date, and is subject to the MSA, as supplemented by the Workday Peakon Employee Voice Adoption Services Program Terms (the "**Program Terms**") and the Customer Experience Program Addendum (the "**CX Addendum**"), both located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html. The Order Term will continue through the earlier of either (a) the one (1) year period beginning on the Order Effective Date or (b) completion of the services.

In the event of a conflict between the terms of this Order Form, the Program Terms, the MSA, or the CX Addendum, the order of priority will be (i) this Order Form, (ii) the Program Terms, (iii) the CX Addendum, and (iv) the MSA. All capitalized terms not otherwise defined herein will have the same meaning as in the MSA.

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.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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HiredScore TFN Services Order Form

ORDER FORM TO MSA
(HiredScore Talent Network Fetch ("TNF") Services)

Customer Name	Enter Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
MSA Effective Date	See MSA executed herewith or Enter MSA Effective Date
Order Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the MSA Signature Document to which this Order Form is attached
Currency	GBP
Total Consulting Fees	
Fee Type	Fixed Fee

Customer Contact Information	Billing Contact	Project Contact
Contact Name		
Street Address **City/Town, State/Region/Province** **Zip/Postal Code** **Country**		
Phone #		
Email (required)		

Attachments to Order Form	
Appendix 1	Financial Terms
Appendix 2	Description of TNF Services

This Order Form (including the appendices attached hereto, this "**Order Form"**) is entered into as of the Order Effective Date listed above, and is subject to and governed by the MSA. The term of this Order Form is the one year period beginning on the Order Effective Date, unless earlier terminated as provided herein. This Order Form is for professional services rather than the Service. 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 will prevail with respect to the subject matter hereof. All capitalized terms not otherwise defined herein will have the same meaning as in the MSA.

Fees and Payment. The fees for the TNF Services will be billed on a fixed fee basis, as described in Appendix 1 (the Financial Terms). Any related expenses will be invoiced to Customer on a monthly basis. Invoices are due in accordance with the MSA. All remittance advice and invoice inquiries can be directed to AccountsReceivable@Workday.com.

Signatures on following page.

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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.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Appendix 1
Financial Terms – Fixed Fee

Fixed Fee Payment Structure. Workday will perform the consulting services and provide the deliverables specified under this Order Form based upon the total Consulting Fees and the invoice schedule set forth below.

Invoice Number	Invoice Date	Invoice Amount
1	Upon the Order Form Effective Date	
Total Consulting Fees*		

*The Total Consulting Fees do not include any travel or related expenses ("**T&E**").

Invoicing and Payment.

Customer will pay all invoices in the currency indicated on the Signature Document. In addition, Workday will invoice Customer on a monthly basis for any T&E reasonably incurred by Workday under this Order Form.

All fees due under this Order Form (except fees subject to good faith dispute) will be due and payable as agreed within the MSA. Workday will send all Customer invoices electronically (by email or otherwise) and Customer will be deemed to have received the invoice on the next business day following transmission by Workday unless Workday receives a bounce back or automated response that the email was not delivered successfully. Customer will provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday's request, Customer will make payments via electronic bank transfer.

Customer will direct all remittance advice and invoice inquiries via email to Accounts.Receivable@workday.com.

Fees and Timelines.

The Consulting Fees above are based on the fixed scope and project timeline set forth in this Order Form, as well as Workday's experience with similar projects, the accuracy and completeness of the information provided by Customer as of the Effective Date, and Customer's timely performance of its obligations under this Order Form.

The parties will use good faith efforts to negotiate a mutually agreed amendment to this Order Form if the project scope, project timeline, estimated level of effort, resource commitments, estimated expenses, Customer business requirements, and/or other obligations set forth in this Order Form change (or are likely to change) due to any mutually agreed change or because (i) any Customer-provided information is incomplete or inaccurate; (ii) Customer fails to timely meet its obligations hereunder (e.g., Customer's team not staffed timely or appropriately, Customer delays or misses deadlines; Customer business requirements change). Workday will not be required to perform any additional or different consulting services or extend or compress any timeline unless the parties first execute a mutually agreed corresponding amendment, and such non-performance will not be a breach of this Order Form.

Unless otherwise provided in the PSA or expressly designated in this Order Form, Customer's address set forth in the MSA will be used to determine any Taxes to be collected and/or paid hereunder.

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Appendix 2
Description of TNF Services

TNF Services.

Customer Obligations.

Exclusions. **Termination**.
Termination. Either party may terminate this Order Form only for cause as provided in the Termination clause of the MSA. This Order Form automatically will terminate upon the completion of the TNF Services.

Effect of Termination. If this Order Form is terminated, Workday will immediately cease performance of all TNF Services described herein and Customer will pay Workday within thirty (30) days after the date of termination for all TNF Services performed by Workday and any T&E incurred up to the cessation of such TNF Services. Upon termination by Customer pursuant to Section entitled "Termination for Cause", Workday will refund Customer any prepaid fees for the affected TNF Services that were not provided prior to the effective date of termination. Notwithstanding anything to the contrary contained in this Order Form, any breach or termination of this Order Form for any reason will not terminate the MSA or any other Order Form thereunder or give either party a right to do so.

Subcontracting. In the course of performing the TNF Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently at https://www.workday.com/en-us/legal/subprocessors.html) as Subprocessors for Professional Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Workday is permitted to provide information Workday receives in connection with this Order Form to the applicable Subcontractor(s) for the purpose of the TNF Services and related administration. Workday will be responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Workday.

Project Changes. During the Project, new information may surface that may necessitate a change in project scope and, therefore, changes in the estimated level of effort, project timeline, or Workday Service features. Either party may request a change and no change will be effective until the parties execute a mutually agreed amendment to this Order Form.

Project Assumptions. The fees and timeline for this Project are based on the assumptions stated below. If any of these assumptions are not met, Workday will (i) promptly advise Customer in writing; (ii) use reasonable efforts to mitigate delays and additional costs or fees; and (iii) increase its fees to reflect the additional services rendered as a result of Customer's failure to meet the identified assumptions.
Workday will perform all TNF Services remotely except for specific activities mutually agreed in writing. The parties will plan and agree in writing upon the timing for any TNF Services performed onsite and Customer will reimburse Workday for all T&E reasonably incurred by Workday according to Workday's travel and expense policy, unless otherwise agreed in the MSA. Customer will provide adequate workspace and network connections when TNF Services are performed onsite.

The fees due under this Order Form are based ones the TNF Services expressly described in this Appendix performed during the Order Term. Any changes to the scope may impact both the time required to complete the services and the total fees. If Customer desires any changes to the scope, the additional work will be subject to a separate agreement (e.g., Change Order) between the parties.

This Order Form is non-cancelable and except as expressly provided in this Appendix, the fees are non-refundable.

The TNF Services are not subject to any SLA and are not part of the Service. In the event that Customer, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with the Workday Universal DPE, Workday will make such additional information and/or audit available to Customer in accordance with the optional Customer Audit Program Order Form.

The TNF Services do not include any services not expressly set forth in this Order Form.

The parties will observe official holidays applicable to each party during the Project.

Ownership. The ownership rights and any license to Customer Input set forth in the MSA will apply to this Order Form. In addition, the recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by

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Workday in the course of performing the TNF Services, or co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto, will be solely owned by Workday and are Workday Intellectual Property Rights.

Warranty and Disclaimer. This Order Form is for professional services rather than the Service. Accordingly, the warranties and remedies set forth in the MSA do not apply to this Order Form except for the disclaimer of warranties clause set forth in the MSA. Instead, (i) each party warrants that it has the authority to enter into this Order Form and, in connection with its performance of this Order Form, will comply with all Laws, and (ii) Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. If Workday breaches the warranty set forth in clause (ii), Workday will correct the identified deficiencies at no additional charge to Customer; provided Customer gives Workday written notice of any deficiencies within thirty (30) days of performance by Workday. If Workday is unable to correct the deficiencies after good-faith efforts and at a commercially reasonable cost, Workday will refund Customer prorated amounts paid for the defective portion [based on a value of US$8,000 for the TNF Services ("**Value of Services**")]. The remedies set forth above will be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this Order Form and Customer elects to terminate this Order Form as provided above.

Limitation of Liability, Exclusions. NOTWITHSTANDING THE TERMS OF THE MSA, TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (I) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; (II) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE MSA; (III) CUSTOMER'S PAYMENT OBLIGATIONS; AND (IV) WORKDAY'S OBLIGATIONS IN THE MSA REGARDING A PERSONAL DATA BREACH; IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS ORDER FORM, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE [FEES PAID AND/OR PAYABLE BY CUSTOMER FOR THE SERVICES PERFORMED] **OR** [VALUE OF SERVICES STATED ABOVE]. THE PROVISIONS OF THE MSA REGARDING EXCLUSION OF DAMAGES AND CLASSIFICATION OF DIRECT DAMAGES WILL APPLY TO THIS ORDER FORM.

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Evisort (CI CLM) Packaged Services

Contract Intelligence (CI) and Contract Lifecycle Management (CLM) Adoption Services Package Order Form

Customer Name	Enter Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
MSA Effective Date	See MSA executed herewith or Enter MSA Effective Date
Order Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the MSA Signature Document to which this Order Form is attached
Currency	GBP
Fee Type	Fixed Fee
Total Fee	
Estimated Project Start Date	
Estimated Project End Date	

Workday Contract Intelligence Adoption Services Package and Features in Scope ("**Adoption Services Program**" or "**Program**")	
Number of Documents	Choose an item.
Number and Type of Custom AI Models	Two (2) Standard
Number and Type of Ask AI Prompt	One (1) Standard
Salesforce Connector	Included/Not Included
Number and Purpose of Advisory Services in scope (5 hour packages) ("**Advisory Services**")	[X] Solution Design [X] Contract Intelligence [X] Value Alignment [X] Technical Guidance [X] Legacy Contract Migration None
Number of Additional Training Courses	[X]

Workday Contract Lifecycle Management Adoption Services Package and Features in Scope ("**Adoption Services Program**" or "**Program**")	
Number and Type of Workflows ("**Workflows**")	[X] CLM Essentials Workflows [X] CLM Standard Workflows [X] CLM Enhanced Workflows [X] Salesforce Essentials Workflows [X] Salesforce Standard Workflows [X] Salesforce Enhanced Workflows
Electronic Signature Connector (Adobe Sign or DocuSign only)	Included/Not Included
Number of Documents	Choose an item.
Number and Type of Custom AI Models	Two (2) Standard
Number and Type of Ask AI Prompt	One (1) Standard
Salesforce Connector	Included/Not Included
Initiate Contract Request Intake Process from Salesforce	Included/Not Included
Number and Purpose of Five (5) Hour Advisory Services Packages ("**Advisory Services**")	[X] Solution Design [X] Contract Intelligence [X] Workflow [X] Value Alignment [X] Technical Guidance [X] Legacy Contract Migration

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Workday Contract Lifecycle Management Adoption Services Package and Features in Scope (“**Adoption Services Program**” or “**Program**”)	
	None
Number of Additional Training Courses	[X]

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	
	Total Payment Amount	

The Payment Schedule Table will be used for invoicing purposes.

Customer Contact Information	**Billing, In Care of** *Responsible for payment processing and will receive invoicing and billing-related communications.*	**Project Contact** *Main point of contact for Adoption Services Package*
Contact Name		
Street Address **City/Town,** **State/Region/Province** **Zip/Postal Code** **Country**		
Phone #		
Email (Required)		
Internal Reference of PO (Optional)		
Tax Exempt? Yes / No	*If yes, US Exemption Tax Certificate or FST/VAT Number:*	

This Order Form is subject to and governed by the MSA. The Adoption Services Program identified above is further described in and subject to the Workday Contract Intelligence (CI) and Contract Lifecycle Management (CLM) Adoption Services Packages Program Terms site (the “**Adoption Services Program Terms**” or “**Program Terms**”) and the terms of the Workday Customer Experience Program Addendum (“**CX Addendum**”), both of which are located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html OR https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html (the “**Terms and Conditions Web Page**”) and are incorporated by reference. The Training Courses and material are also subject to the Training Terms located on the Terms and Conditions Web Page and are incorporated by reference.

In the event of a conflict among the terms of this Order Form, the Program Terms, the Training Terms, the MSA, or the CX Addendum, the order of priority will be (i) this Order Form, (ii) the Program Terms, (iii) the Training Terms (with respect to the Training Courses and material only), (iv) the CX Addendum, and (v) the MSA. All capitalized terms not otherwise defined herein will have the same meaning as in the Program Terms or in the MSA.

By executing this Order Form, the undersigned agree they are duly authorized signatories and all documents linked are entered into between the parties, effective as of the Order Effective Date. All prices and amounts stated in this Order Form are exclusive of any applicable GST, or any other applicable value added tax payable by the recipient, and will be added to the price pursuant to the “Taxes” clause of the MSA. For the purposes of this Order Form, any terms used which have meanings under the A New Tax System (Goods and Services Tax) Act 1999 (Cth), including the term “GST”, will have the same meanings as given under that Act. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

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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.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Workday Candidate Experience Adoption Services Program

Candidate Experience Adoption Services Program Order Form

Customer Name	Enter Customer Name ("**Customer**")
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
MSA Effective Date	See MSA executed herewith or Enter MSA Effective Date
Order Effective Date	The later of the dates beneath the parties' signatures below **OR** Effective Date set out in the MSA Signature Document to which this Order Form is attached
Currency	GBP
Fee Type	Fixed Fee
Total Fee	
Estimated Project Start	Approximately [Number] weeks from Order Effective Date
Estimated Project Duration	Approximately [Number] weeks from Estimated Project Start

Candidate Experience Adoption Services Program Scope

Payment Schedule Table

Payment #	**Payment Due Date**	**Payment Amount**
1	Due in accordance with the MSA, invoiced upon Order Effective Date	
	Total Payment Amount	

The Payment Schedule Table will be used for invoicing purposes. Payment amounts do not include any travel fees or related expenses reasonably incurred by Workday ("**T&E**"). Workday will invoice Customer for T&E on a monthly basis as incurred.

Customer Contact Information	**Billing, In Care of** *Responsible for payment processing and will receive invoicing and billing-related communications.*	**Project Contact** *Main point of contact for Program*
Contact Name		
Street Address **City/Town, State/Region/Province** **Zip/Postal Code** **Country**		
Phone #		
Email (required)		
Internal Reference of PO (Optional)		
Tax Exempt? Yes / No	*If yes, US Exemption Tax Certificate or FST/VAT Number:*	

This Order Form is subject to and governed by the MSA. The Candidate Experience Adoption Services Program (the "**Program**") is described in the Candidate Experience Adoption Services Program Terms (the

"**Program Terms**") and the terms of the Customer Experience Program Addendum ("**CX Addendum**"), both of which are located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html OR https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html (the "**Terms and Conditions Web Page**") and are incorporated by reference. The Training Courses and material are also subject to the Training Terms located on the **Terms and Conditions Web Page** and are incorporated by reference. The Training Courses and material are also subject to the Training Terms located on the Terms and Conditions Web Page and are incorporated by reference. In the event of a conflict among the terms of this Order Form, the Program Terms, the Training Terms, the MSA, or the CX Addendum, the order of priority will be (i) this Order Form, (ii) the Program Terms, (iii) the Training Terms (with respect to the Training Courses and material only), (iv) the CX Addendum, and (v) the MSA. All capitalized terms not otherwise defined herein will have the same meaning as in the Program Terms or in the MSA.

This Order Form (including Attachment 1 attached hereto) is subject to and governed by the MSA. The Candidate Experience Adoption Services Program (the "**Program**") is described in the Candidate Experience Adoption Services Program Terms (the "**Program Terms**") attached hereto as Attachment 1 and the terms of the Customer Experience Program Addendum ("**CX Addendum**") located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html OR https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html (the "**Terms and Conditions Web Page**") and are incorporated by reference. The Training Courses and material are also subject to the Training Terms located on the Terms and Conditions Web Page and are incorporated by reference. In the event of a conflict among the terms of this Order Form, the Program Terms, the Training Terms, the MSA, or the CX Addendum, the order of priority will be (i) this Order Form, (ii) the Program Terms, (iii) the Training Terms (with respect to the Training Courses and material only), (iv) the CX Addendum, and (v) the MSA. All capitalized terms not otherwise defined herein will have the same meaning as in the Program Terms or in the MSA.

By executing this Order Form, the undersigned agree they are duly authorized signatories and all documents linked and/or attached are entered into between the parties, effective as of the Order Effective Date. All prices and amounts stated in this Order Form are exclusive of any applicable GST, or any other applicable value added tax payable by the recipient, and will be added to the price pursuant to the "Taxes" clause of the MSA. For the purposes of this Order Form, any terms used which have meanings under the A New Tax System (Goods and Services Tax) Act 1999 (Cth), including the term "GST", will have the same meanings as given under that Act. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

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.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Attachment 1
Candidate Experience Adoption Services Program Terms

Additional Terms.

1. Program Terms. These Program Terms describe the key activities and obligations of the parties under the Program. Workday will have no obligation to perform any services not expressly described in these Program Terms. Materials provided by Workday under the Program may be used solely during the subscription Order Term for the Service in scope and may be used solely to support customer's internal use of the Service. Program activities are provided in English only and delivered remotely during customer's reasonable business hours (where applicable), except as otherwise provided herein and excluding holidays as observed by the parties. Any travel by Workday will be mutually agreed by the parties in writing and customer will reimburse Workday for T&E. Workday may engage subcontractors to perform the Program activities. Workday will be responsible for its subcontractors as if Workday performed the Services. Customer understands that certain Project meetings and activities may occur in US-based time zones and any other time-zones of the Workday contracting entity. Generally available features of the Service are supported by the Program. Each of the activities listed above may require access to the Production Instance.

2. Customer Responsibilities. Customer is responsible for performing its obligations in these Program teams, facilitating and executing adoption, including ensuring customer's users are ready and willing to adopt the Service. Customer is solely responsible for determining the features of the Service to deploy and maintain that best meet its needs and legal requirements. While Workday makes suggestions and provides advice, Workday does not guarantee that any specific configuration or use of the Service or the Program will meet customer's requirements. All security configuration compliance is the responsibility of customer and should be thoroughly tested using diverse personas for user access and visibility. Customer is responsible for making all changes to configurations, fine-tuning of models, and thoroughly testing and migrating all changes to Production, including evaluating any impact to security as it deems appropriate. Where required to perform Program activities, customer will provide the specialists access to its non-Production tenant or instance, and deactivate access upon completion as applicable.

3. Documentation and Recording. Apart from any deliverables expressly required to be provided by Workday, Workday is not required to document the results of, or record, any Program session. Subject to compliance with Law, customer may record a Program session upon request during the session for later review in support of its own internal business purposes, in which case, customer must provide the platform for the call and recording. A copy of such recording will be provided to Workday upon reasonable request. Notwithstanding the foregoing, if customer is subject to any form of public records requirements such as (without limitation) Sunshine Acts, Open Records Acts, Freedom of Information Acts or the like, customer will not record any Program session. Any Workday Confidential Information contained in a session recording remains Workday's exclusive property and Confidential Information.

4. Training Courses and Training Content. All training provided hereunder are Training Courses or Training Content subject to the Training Terms, except that Training Courses provided in the Program may not be listed in the Training Catalog or purchased using Training Credits.

5. Meetings and Scheduling. Where a Program feature calls for a meeting between Workday and customer, Workday will use commercially reasonable efforts to complete the meeting at a mutually agreeable time. All meetings and sessions will be one-hour unless agreed by the parties. Customer will be responsible for coordinating meetings with customer participants and inviting Workday specialists.

6. Project Delays. Customer-caused Project delays, including delays caused by incorrect or incomplete customer-provided information or customer's failure to timely meet obligations, may result in schedule delays and/or other impacts to the Project scope and fees. In addition, customer's delay or failure to meet its obligations may result in a pause in performance until the parties have reached a mutually agreed resolution.

7. Issue Resolution. The parties will use reasonable efforts to resolve all open issues within two business days of written notice to the other party. Notification of an issue by email to the Workday Engagement Manager or the customer Project Manager (or their respective designees) is sufficient, except notices relating to breach of contract.

Out of Scope Items.

8. Defined Terms. Capitalized terms not defined in these Program Terms have the respective meanings set forth in the Order Form, MSA, or their respective attachments.

"**Platform Requirement Document**" means the Workday-provided requirements document containing workflows and integrations finalized by the parties during the Architect & Configure Stage.

"**Project Plan**" means the planning document and schedule provided and updated by Workday from time to time throughout the Project.

"**Service**," as used in these Program Terms, refers to the Candidate Experience Service to which customer has subscribed.

"**SIT**" means system integration testing.

"**SMS Supported Country(ies)**" means any of the following countries that is also a Deployed Country specified in the Order Form: US, Puerto Rico, Canada, UK, Netherlands, Singapore, Israel, and Australia.

"**UAT**" means user acceptance testing.

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Workday Training Order Form Template

Customer Name	
Workday Entity Name	Workday Limited
Call-Off Contract Effective Date	
Order Effective Date	
Training Credit Order Term	18 months from the Order Effective Date
Training Subscription Order Term	
Currency	GBP
Total Training Fees	

Payment #	**Payment Due Date**	**Payment Amount**
1		
	Total Payment Amount	

SKU	**Training Offering**	**Annual Rate**	**Quantity**	**Term**	**Total Training Fees**

SKU	**Training Offering**	**Price Per Credit**	**Quantity**	**Total Training Credit Fees**
TC	Training Credits			
			Total (TC) Training Fees	

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This Order Form is subject to and governed by the Call-Off Contract. This Order Form (including the Addenda attached hereto) incorporates the Training Terms attached hereto as Addendum A ("**Training Terms**") and the Bulk Training Credit Rates attached hereto as Addendum B (the "**Bulk TC Rates**"). In the event of a conflict between the terms of the MSA, the Training Terms, this Order Form, and the attached

Customer Contact Information	**Billing, In Care of**
Contact Name	
Street Address City/Town, Region/Postal Code Country	
Phone/Fax #	Phone: Fax:
Email (Required)	

Addenda, the order of precedence is this (i) Order Form, (ii) Addendum B (Bulk TC Rates), (iii) Addendum A (Training Terms), (iv) the MSA. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

Addendum A - Workday Training Terms

These Training Terms apply to Courses and other training-related products and services offered to Workday's Customers and Partners ("**Workday Training**"). Capitalised terms used in these Training Terms that are not defined in this document have the meanings in the MSA (with respect to Customers) or in the Partner Agreement (with respect to Partners). Descriptions of Workday Training Courses and processes are provided in Workday Community. Workday Training may be purchased on an Order Form or in Workday Community. Purchaser is responsible to meet Workday's Course and other training requirements published in Workday Community and Workday Learning Center.

1. Permitted Use & Restrictions

a. Permitted Use. Workday Training is solely for use by (i) Customer Learners only to support Customer's internal use of the Service consistent with the MSA; and (ii) Partner Learners only for purposes consistent with the applicable Partner program, and unless otherwise agreed by Workday and Partner in writing, to enable such Partner to perform Workday-related services only for Customers. Workday Training and Training Content may be used only during the applicable term of Purchaser's agreement with Workday.

b. Restrictions. Except as expressly provided herein or with Workday's express prior written consent, neither Purchaser nor Learner will (i) allow any individual other than the enrolled Learner to attend Workday Training or use any Training Content, provided that Purchasers or Learners may request accommodations as provided in Workday Community; (ii) copy, modify, make derivative works of, or distribute any Training Content; or (iii) incorporate any Training Content (including screenshots) in any material. Failure to comply with these Training Terms may expose Purchaser and Learner to legal or disciplinary action by Workday, including restriction or removal from Workday Training, cancellation of certifications, and copyright infringement proceedings.

2. Product Specific Terms

a. Dedicated Training (*Customers only*). Customers may request Workday to present in-person or live virtual Courses to Customer Learners ("**Dedicated Training**"), subject to Workday's availability and approval. Fees for Dedicated Training are determined by the number of Learners and the Training Fees or Training Credits required for the Course, plus additional fees for Workday Training not provided at a Workday training center. The fees for Dedicated Training cancellation requests not received within the Cancellation Notice Period are 50% of the Training Fees or Training Credits plus all additional fees for onsite training. Additional health-related terms applicable to in-person training may be set forth in Workday Community.

b. Training Subscriptions. Workday Training Subscriptions (e.g., Learn On-Demand, Adoption Kit, Administrator Training Kits) may be used only by the "**Named Users**" identified by Customer in Workday Community during the Order Term. Partner Named Users are Learners registered in the Workday Learning Center. The Order Form for a Training subscription will specify the number of permitted Named Users.

c. eBooks. For certain Workday Training, Workday will make available one eBook to each Learner in electronic format. Learners may use the eBook only for Learner's individual, private study for the Workday Training and may print one copy for such use.

d. Workday Certification Programs. Workday offers certification programs to Customers and Partners as identified in the Training Catalog. Partner certifications are available only to certain partners as set forth in the Partner Agreements. To obtain and maintain certification, Learners must complete all requirements and pass applicable testing. Certifications: (i) are granted to individual Learners and are not owned or controlled by Purchasers; (ii) are not transferable to any Purchaser or another individual; (iii) automatically expire if the Learner fails to maintain updated certification requirements and when the Learner leaves employment or engagement with Purchaser, unless Workday consents (in writing at its sole discretion) to Learner's request to transfer certifications upon Learner's subsequent employment or engagement by another Purchaser; and (iv) may be canceled for other reasons at Workday's sole discretion.

e. Downloadable Content (Customers). Customer may download the Downloadable Content during the Order Term covering the Downloadable Content and internally use, copy, modify, and create derivative works of the Downloadable Content solely to help Customer successfully roll out the Service across its organisation in accordance with the MSA and these Training Terms. Customer is solely responsible for any

derivative works and other modifications to Downloadable Content made by or for Customer. Customer owns all derivative works and other materials that Customer is permitted to develop, make, or conceive under this section ("**Customer Improvements**"), except that Workday retains all underlying intellectual property rights in the Downloadable Content, the Service, and all Training Content. Customer may use the Workday property incorporated into the Customer Improvements only as provided in this section. Workday may create, modify, use, transfer, and distribute material that is substantially similar to Customer Improvements. Customer will reproduce all Workday proprietary rights notices on copies and revised versions of Downloadable Content. Workday may add, change, or remove Adoption Kits and portions of other Downloadable Content at any time, subject to the applicable Order Form terms.

3. Fees and Training Credits

a. Fees and Payment. Purchaser will pay Workday for all Workday Training enrolled in or taken under Purchaser's account, unless timely canceled in accordance with these Training Terms. No refunds or credits will be given for failure to meet Workday Training or Course requirements or for late cancellation. Workday is not responsible for costs incurred by Purchaser or Learners to participate in Workday Training. Training Fees are set forth in the Training Catalog. Purchaser will pay all Training Fees and fees for Training Credits in accordance with applicable Order Form, or, if none, the terms of the MSA or Partner Agreement, as applicable.

b. Training Credit Bulk Purchase Option. Fees for bulk purchases of Training Credits will be set forth in an Order Form and such fees will apply to the cumulative number of prepaid Training Credits purchased at any time during any rolling 12-month period during the Order Term. Bulk Training Credit Rates will not be applied retroactively for previously purchased Training Credits or for a la carte Workday Training purchases (e.g., Course purchases from the Workday Learning Center).

c. Training Credit Use. Purchaser may use Training Credits to pay for any TC-Eligible Course that starts on or after the Order Effective Date and ends on or before 18 months after the Order Effective Date. For Self-Directed Courses purchased with Training Credits, Learners must enroll in the Course before the Training Credit expiration date but can begin the Course after such date. Training Credits are decremented from Purchaser's Training Credit balance upon Course enrollment. If a Purchaser enrolls in a TC-Eligible Course without an adequate Training Credit balance, Workday will invoice Purchaser for the Training Fees for the Course. Self-Directed Courses also may be referred to as Learn Independent Courses.

4. Cancellation & Termination

a. Course Change or Cancellation by Purchaser or Learner. Subject to the exceptions in this Section, Purchaser or Learner may reschedule time or date of Course attendance or cancel a Course enrollment without charge if such change is entered into the Workday Learning Center within the applicable Cancellation Notice Period; provided, however, that all changes related to an exam that is scheduled with Workday's exam provider must be made in the provider's system. For timely changed or canceled Courses, Workday will restore the Training Credit(s) decremented or will not charge Purchaser for the Training Fees. Notwithstanding the foregoing sentences in this Section, the following events are deemed to be Course cancellations ineligible for credit or refund: (i) failure to timely meet Workday Training or Course requirements or attend an entire Course; (ii) Course changes and cancellations not within applicable Cancellation Notice Period; (iii) withdrawals or cancellations from Self-Directed or Refresher Courses or Workday Pro exams after the Purchaser's Training Coordinator has approved the Course or exam; and (iv) Learner does not take or pass any required exam.

b. Course Change or Cancellation by Workday. If Workday discontinues a Self-Directed or Refresher Training Course or an exam, the Learner must attend/take the Course or exam prior to the final offering date announced by Workday. Workday will not refund Training Fees or restore Training Credits if Learner does not do so. If Workday cancels any other Course, Workday will restore Training Credits decremented from Purchaser, or will not charge Purchaser for Training Fees, for such Course. Workday is not responsible for any costs or expenses incurred by Purchaser or Learner in connection with any Workday-canceled Workday Training.

5. Miscellaneous

a. Updates. Workday reserves the right to add, change, or discontinue Workday Training offerings from time to time without notice to Purchasers or Learners. Please consult the Training Catalog for the most current Workday Training offerings. Workday may modify these Training Terms from time to time in its sole

discretion; provided the overall features and substance of the Workday Training program will not be materially decreased during the applicable Order Term.

b. Privacy. Workday may provide Purchaser and Learners with notices, including notices regarding changes to these Training Terms, by email, regular mail, or postings in Workday Community or the Workday website. Workday may provide information about a Learner's training activity to the applicable Purchaser, to subsequent Purchasers that hire or engage such Learner, and to third parties used by Workday from time to time to facilitate Workday Training. Workday's Privacy Statement currently located at https://www.workday.com/en-us/privacy.html applies to Workday Training. Purchaser will obtain all necessary rights and permissions (including consent from Learners and Purchaser's assignees, where required) to provide the Learner information described in this subsection to Workday so that Workday may provide Workday Training.

c. Order of Precedence. In the event of a conflict among these Training Terms, the applicable Order Form, the MSA or Partner Agreement, and any terms contained in Workday Community, as applicable, the order of priority is (1) the Order Form, (2) these Training Terms, (3) the MSA or Partner Agreement, as applicable, and (4) terms regarding Workday Training in Workday Community.

d. Miscellaneous. Workday Training is not subject to any SLA and is not part of the Service. Workday Training is not covered under any Workday audit report or ISO Certification. Any audit activities and Customer information requests will be addressed in accordance with the optional Universal Customer Audit Program Order Form.

6. Definitions

"**Cancellation Notice Period**" means (a) at least 7 full calendar days before Course start date, (b) within 24 hours of enrollment for Courses enrolled within 7 full calendar days of Course start date, or (c) at least 14 full calendar days before Course start date for Dedicated Training.

"**Course**" means any Workday Training course, exam, or other training offering listed in the Training Catalog or in the Workday Learning Center.

"**Downloadable Content**" means the portions of training offerings (e.g., Adoption Kit, Administrator Training Kits, Peakon Voice Fundamentals Course) that Workday expressly permits a Learner to download for use as described herein.

"**Learner**" means an individual employee, permitted independent contractor, or Authorised Party (for Customers only) of a Purchaser registered in the Workday Learning Center as a Learner under Purchaser's registered email domain.

"**Partner Agreement**" means the agreement under which the Purchaser is participating in any Workday Partner Program and such participation provides access to Workday Training.

"**Purchaser**" means a Customer or Partner that purchases Workday Training or is authorised to enroll Learners in Workday Training.

"**TC-Eligible Course**" means the Workday Training eligible to be purchased with Training Credits as identified in the Training Catalog with the number of "Credits" required for purchase.

"**Training Catalog**" means the applicable catalog of available Workday Training in Workday Community.

"**Training Content**" means all Course materials (including, without limitation, eBooks; Downloadable Content; Course structure, look and feel, and descriptions) and all other material made available by Workday in connection with Workday Training, whether presented visually, audibly, electronically, or in printed form.

"**Training Credit**" means prepaid credits redeemable for Workday Training in lieu of paying Training Fees.

"**Training Fee**" means the fee (other than Training Credits) established by Workday from time to time for each Course.

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Addendum B - Bulk Training Credit Rates

The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	
11-25	
26-50	
51-75	
76-100	
101-249	
250+	

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Workday Consulting Customer Audit Program Order Form

Customer Name	
MSA Effective Date	
Order Effective Date	
Order Term	
Currency	GBP
Program Item	Audit Services

Program Costs

Customer will pay for Workdays's assistance with providing specific information regarding the Covered Service provided to Customerr under the applicable subscription Order Form at the hourly rate of £246 per hour. The hourly rate specified herein will remain in effect for the duration of the Order Term. Workday shall perform all Audit Services remotely unless mutually agreed otherwise with Customer. To the extent Workday personnel is required to travel for any onsite audit, Workday will provide Customer with an estimate of such travel expenses prior to travel, and Workday shall invoice Customer for such travel expenses in accordance with Workday's travel and expense policy.

Customer Billing

Workday will invoice Customer upon completion of the Program Item. The following table outlines the milestones that will indicate Program Item completion.

Program Item	Customer Billing Milestone
Audit Services	Workday will bill Customer for the hours spent and travel expenses incurred at the conclusion of the Audit Services.

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the terms in the above-referenced MSA, including the Universal Data Processing Exhibit (UDPE). In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

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Change Order Template

Customer Name	Customer Name
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
SOW Effective Date / SOW #	
Change Order Effective Date	The later of the dates beneath the parties' signature below
Currency	GBP
Fee Type	Fee Type
Estimated Level of Effort (Hours):	
Estimated Change Order Fees	

Customer/Partner Project Manager	
Project Name	
Project Sponsor	
Workday Engagement Manager	
Billing Contact Email (Required)	

Fees:

The Professional Services Fees for this Change Order are [_____]. Customer will be invoiced upon the Change Order Effective Date.

The Professional Services Fees for this Change Order are [_____]. Customer will be invoiced for the Change Order Fees as outlined in the invoice schedule below:

Invoice Number	Invoice Date	Invoice Amount
1	Upon the Change Order Effective Date	$[##,###]
2		$[##,###]
[X]		$[##,###]

The Professional Services Fees for this Change Order are [_____]. Customer will be invoiced as outlined in the adjusted invoice schedule below:

Invoice Number	Invoice Date	Invoice Amount
1		$[##,###]
2		$[##,###]
[X]		$[##,###]
Total Professional Services Fees		**$[##,###]**

There are no additional Professional Services Fees due from Customer for this Change Order as the original Project budget is sufficient to cover the new scope outlined herein.

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The Fees set forth in the SOW shall be reduced by [_____] due to the reduction in scope of the SOW effected by this Change Order. The invoice schedule for this Project will be modified to account for the reduction in Professional Services Fees as outlined below:

Invoice Number	Invoice Date	Invoice Amount
1		$[##,###]
2		$[##,###]
[X]		$[##,###]
Total Professional Services Fees		**$[##,###]**

There are no additional Professional Services Fees due from Customer for this Change Order as the original estimated Professional Services Fees and hours are sufficient to cover the new scope outlined herein. The Professional Services Resource Table below is provided for reference only to outline the number of hours/fees from the existing Project budget that will be applied to the Change Order Scope.

Professional Services Resource Table

Professional Services Resource Title	Standard Hourly Rate	Discounted Hourly Rate	Estimated Hours

Total Estimated Change Order Fee:	

Amendment:

This Change Order amends the SOW identified above. Except as expressly amended by this Change Order, the terms of the SOW shall remain in full force and effect.

Change Order Reason(s):

- Additional project management
- Additional testing/post prod support
- Change approach: resource limitation
- Change approach: other
- Add effort: no change in scope/timeline
- Reduce effort: no change in scope/timeline
- Scope addition: Data conversion
- Scope addition: Integration
- Scope addition: Reporting
- Scope addition: Functional
- Scope reduction: Data conversion
- Scope reduction: Functional
- Scope reduction: Integration
- Scope reduction: Reporting

Changes to Tasks in Scope:

Changes to Deliverables:

- Integration Assumptions: Technical Services Standards.
    - Technical Services Standards are intended to be implemented with minimal or no need for modification, in lieu of developing a custom integration, because they are preconfigured technical solutions with defined functionality and deployment approach.

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- The functionality of each Technical Services Standard, the extent to which they may be adjusted, and the scope of adjustments, is described in the Technical Services Standards Terms.
- If any Technical Services Standard specified in this Change Order does not fit the needs of the Customer and/or requires modifications not expressly described in the Technical Services Standards Terms, then a new Change Order will be required removing Technical Services Standard as a Deliverable.
- Customer will determine the desired configuration of each Technical Services Standard in scope during deployment and complete all applicable Customer tasks required to implement same.
- Unless expressly agreed by the parties in this SOW, Workday will deliver and deploy the Technical Services Standards to the Tenant; with Customer's written approval, migrate the solution to Production; work with Customer to resolve defects as provided herein; and provide knowledge transfer Services to Customer.

Changes to Project Schedule:

- This Change Order will not modify the project schedule set forth in the current Project plan.
- This Change Order modifies the Project schedule set forth in the current Project plan as follows: [provide new schedule]

Changes to Go Live Date:

- This Change Order will not modify the Go-Live Date in the Original SOW.
- This Change Order shall extend the Go-Live Date of the Original SOW from (Enter Original SOW Go-Live Date) to (Enter New Go-Live Date).

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Change Order as of the later dates beneath the parties' signatures below.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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Change Order Template- Workday VNDLY (order form)

Customer Name	Customer Name
Workday Entity Name	Workday Limited ("Workday") (Registration number 521013) The Kings Building, 152-155 Church Street, Smithfield, Dublin 7, D07 AOTN
Order Effective Date / Order Form #	
Change Order Effective Date	The later of the dates beneath the parties' signature below
Currency	GBP
Fee Type	Fixed Fee
Estimated Level of Effort (Hours):	
Estimated Change Order Fees	

Customer/Partner Project Manager	
Project Name	
Project Sponsor	
Workday Engagement Manager	
Billing Contact Email (Required)	

Fees:

The Professional Services Fees for this Change Order are [_____]. Customer will be invoiced upon the Change Order Effective Date with fees payable in accordance with the terms of the PSA to which the Order Form is subject.

Any travel and other expenses associated with the Professional Services set forth in this Change Order are subject to the terms of the PSA to which the Order Form is subject.

Amendment:

This Change Order amends the Order Form identified above. Except as expressly amended by this Change Order, the terms of the Order Form shall remain in full force and effect.

Change Order Reason(s):

- Additional project management
- Additional testing/post prod support
- Change approach: resource limitation
- Change approach: other
- Add effort: no change in scope/timeline
- Reduce effort: no change in scope/timeline
- Scope addition: Data conversion
- Scope addition: Integration
- Scope addition: Reporting
- Scope addition: Functional
- Scope reduction: Data conversion
- Scope reduction: Functional
- Scope reduction: Integration
- Scope reduction: Reporting

Changes to Tasks in Scope:

-

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Changes to Deliverables:

-

Changes to Project Schedule:

- This Change Order will not modify the project schedule set forth in the current project plan.
- This Change Order modifies the project schedule set forth in the current project plan as follows: [provide new schedule]

Changes to Go Live Date:

- This Change Order will not modify the Go-Live Date in the Order Form.
- This Change Order shall extend the Go-Live Date of the Order Form from (Enter Original Go-Live Date) to (Enter New Go-Live Date).

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Change Order as of the later dates beneath the parties' signatures below.

Customer	**Workday Limited**
Signature	Signature
Name	Name
Title	Title
Date	Date

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