



**ORDER FORM # 161972
TO NASPO PARTICIPATING ADDENDUM #AR2507 ("MSA")**

Customer Name	State of Maine
MSA Effective Date	See MSA executed herewith
Order Effective Date	The later of the dates beneath the parties' signatures below
Currency	USD
Total Training Fees	192,634

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	122,000
2	June 30, 2020	70,634
	Total Payment Amount	192,634

SKU	Training Offering	Price Per TC	Quantity	Training Fees
TC	Training Credits (prepaid)	610	200	122,000

SKU	Training Offering	Annual Rate	Quantity	Gold CSM Package Annual Discount	LOD Fees for Order Term
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	(500)	13,500
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	1	(500)	13,500
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,000	1	(500)	13,500
Total LOD Fees for Order Term					40,500
LOD Order Term: October 15, 2018 through October 14, 2021					

SKU	Training Offering	Total Number of FSE Workers	AK Fees for Order Term	Gold CSM Package Discount for Order Term	AK Fees for Order Term
AK	Adoption Kit	12,321	33,482	(3,348)	30,134
AK Order Term: October 15, through October 14, 2021					

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




Customer Contact Information	Billing, In Care of	LOD Named User/ Training Coordinator	Adoption Kit Named User
Contact Name	Laurie A Andre, Director Bureau of Business Management - Division of Procurement Services	Laurie A Andre, Director Bureau of Business Management - Division of Procurement Services	Laurie A Andre, Director Bureau of Business Management - Division of Procurement Services
Street Address City/Town, State/Region/ Zip/Post Code Country	State of Maine - Department of Administrative and Financial Services 9 State House Station Augusta, Maine 04333-0009 United States	State of Maine - Department of Administrative and Financial Services 9 State House Station Augusta, Maine 04333-0009 United States	State of Maine - Department of Administrative and Financial Services 9 State House Station Augusta, Maine 04333-0009 United States
Phone/Fax #	207-624-7349	207-624-7349	207-624-7349
Email (required)	laurie.a.andre@maine.gov	laurie.a.andre@maine.gov	laurie.a.andre@maine.gov

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. **The validity of this Order Form is conditioned upon Customer executing Order Form #162179 ("GOLD SUCCESS PACKAGE. To deliver the Order Form for Workday, please email a copy to your main Workday contact as well as to signedcontracts@workday.com and request confirmation of receipt.** All remittance advice and invoice inquiries can 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.

State of Maine	Workday, Inc.
	
Signature	Signature
ALEXANDER PORTEOUS	
Name	Name
Commissioner, DAFS	
Title	Title
10-17-18	
Date Signed	Date Signed

State of Maine

Signature
Anne SMITH
Name
CEO
Title
1700918
Date Signed



**ADDENDUM A
ADDITIONAL ORDER FORM TERMS – TRAINING**

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

1. Training Terms. The Training Credits purchased under this Order Form expire eighteen (18) months from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, Workday list prices will apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday’s current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee.

2. Training Credit Bulk Purchase Option. Workday’s discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date:

Prepaid Training Credits Acquired	Rate Per Training Credit
0 – 25	USD \$ 700
26 – 50	USD \$ 680
51 – 75	USD \$ 660
76 – 100	USD \$ 635
101-249	USD \$ 610
250+	USD \$ 585

3. On-Site Training Terms. On-site training at Customer’s site is subject to Workday’s approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.

4. Learn On-Demand Terms. The first Learn On-Demand (“LOD”) SKU of each Library purchased by Customer is for ten (10) Named Users. Each “5 Additional Users” SKU is for five (5) additional Named Users for the stated Library. A “Library” is a bundle of specific, related training concepts. Library offerings currently include: (i) “HCM”, (ii) “Cross Application Technology”, (iii) “Financials”, (iv) “Workday Payroll”, and (v) “Education & Government”. A “Named User” is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted



without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above

5. Adoption Kit Terms. The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday's underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits ("Adoption Kit Improvements"). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.

6. Miscellaneous Training Terms. Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the MSA. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.