



ORDER FORM 00162179.0
NASPO Participating Addendum 163462 (“MSA”)
(GOLD CUSTOMER SUCCESS PACKAGE)

Table with 2 columns: Field Name, Value. Fields include Customer Name (State of Maine), MSA Effective Date, Order Effective Date, Order Term, Order Term in Months, Currency, Total Consulting Fees, and Workday Rising Location.

Table with 3 columns: Payment #, Gold Success Invoice Date, Invoice Amount. Rows include payment details for July 1, 2021 and July 1, 2022, plus a total for the Gold Success Package.

Table with 3 columns: SKU, Consulting Engagement Type, Total Fees. Rows include GCSP for Gold Customer Success Package and Office Hours (20 hours).

Table with 2 main sections: Customer Contact Information and Billing Contact. Fields include Contact Name, Street Address, City/Town, State/Region, Zip/PostalCode, Country, Phone/Fax #, and Email.

This Order Form (this “Order Form”) is entered into as of the Order Effective Date listed above and is subject to and governed by the Participating Addendum 163462, NASPO Valuepoint Cooperative Purchasing Program AR2507 between the Workday customer listed above (“Customer”) and the Workday entity listed above (“Workday”).


This Order Form is only valid and binding on the parties when executed by both parties and is subject to and governed by the additional terms in the above-referenced MSA and in the Addendum or Addenda attached hereto.



IN WITNESS WHEREOF, this Order Form is entered into as of the **Order Effective Date**, defined above.

STATE OF MAINE

WORKDAY, INC.

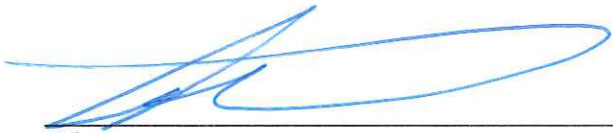
	
Signature	Signature

ALEXANDER PORTEOUS	
Name	Name

Commissioner, DAFS	
Title	Title

10-17-18	
Date Signed	Date Signed

STATE OF MAINE


Signature

ANNE SMITH
Name

CIO
Title

170918
Date Signed



ADDENDUM A ADDITIONAL ORDER FORM TERMS – GOLD SUCCESS PACKAGE

During the Order Term, the Gold Success Package consists of the activities set forth in this Addendum. Customer may not elect to engage in every activity, because not all of the activities listed below will be appropriate for every customer.

1. **Workday Rising Passes.** Annually during the Order Term, Customer shall receive, at no additional charge, two (2) passes to the Workday Rising event specified on the first page of this Order Form. Outside of any Workday Rising events, sessions, and gatherings sponsored by Workday, Customer will be responsible for respective travel and other expenses in relation to Workday Rising. The Workday Rising passes are available for use only in the then-current year and will not rollover to subsequent years. No refunds or other compensation will be provided if Customer does not timely use the passes. Registrations are not transferable to any third party or to any other Workday-sponsored programs or future Workday Rising programs. No retroactive group registration qualification is permitted. Tiers of Service passes cannot be combined with any other discounts or offers, including group discounts.
2. **Workday Customer Success Manager.** Workday will identify an internal resource to serve in a Customer Success Manager role (a “CSM”). If Workday finds it necessary to change the CSM from time to time, Workday will provide notice to Customer. The CSM will travel onsite to Customer’s office location up to two (2) times per year of the Order Term (i.e., two onsite visits prior to each anniversary of the Order Date). Any additional requests for onsite participation will be provided at the expense of Customer, in accordance with Workday’s travel and expense policy. All Office Hours will be provided remotely. Except as provided in this Section, Workday shall participate in all activities remotely.
3. **Deployment Activities.** During the deployment phase, the CSM or one or more other members of Workday’s Customer Success team (“Customer Success”) will provide the following services, as applicable to Customer’s requirements:
 - 3.1 Conduct a Production Preparedness checkpoint and one (1) workshop to educate Customer on best practices and recommendations for topics such as Feature Releases, Support & Governance Models, and Training. Production Preparedness provides Customer with guidance and education on foundational items (such as supporting Workday, adoption, and optimization) that will be critical to operational success after go-live.
 - 3.2 On a monthly cadence, if requested by Customer, perform any or all of the following activities:
 - (a) Coordinate activities under this Order Form across different time zones, and between Customer and Workday executives.
 - (b) Provide general guidance for use of the Workday Service.
 - (c) Provide warm hand-off to applicable Workday team(s) related to support issues, escalations, and general Customer inquiries, with follow-up and/or resolution provided by the applicable Workday team(s).
 - 3.3 Proactively facilitate the partnership between Customer and Workday including:
 - (a) Product-related advocacy. This may include communication with product management on an ad-hoc basis, or in response to specific product-related issues; and facilitating participation in product-related Customer design and feedback groups. However, this advocacy does not guarantee any product changes or enhancements will be made at Customer’s request.
 - (b) Executive alignment. When appropriate, participate in Customer steering committee meetings or program leadership meetings.



- (c) Recommendations for engagement with product, special interest, and/or regional user groups. User groups provide the opportunity for Customer to connect and collaborate with other Workday customers, build a Workday network, and learn best practices from other customers' experiences. For example, currently there are groups based on customer industry, functional area, specialty area, or local geographic area.
- 3.4 Conduct quarterly roadmap planning session(s) based on a review of Customer's strategic initiatives and functionality adoption plan.
- 4. **Production Activities.** The following activities are intended to take place after Customer's first use of the Service in Production (i.e., after Customer's "go-live" date). Customer Success shall perform the following activities, as applicable to Customer's requirements:
 - 4.1 Conduct Post Go Live Review including:
 - (a) Workday Pillars of Success Review & Recommendations;
 - (b) Tailored guidance for Customer on Workday-provided programs, training, and other offerings; and
 - (c) Review Customer's strategic and business goals and accomplishments to align with Workday solutions and development roadmap.
 - 4.2 Participate in monthly scheduled status meetings with Customer, which may cover:
 - (a) Workday features and functions alignment and adoption;
 - (b) Updates, responses or resolution facilitation to Customer inquiries, escalations, and cases; and
 - (c) Guidance and advice on services and training offerings to align specifically with Customer's lifecycle and business needs.
 - 4.3 Conduct semi-annual Business Reviews including:
 - (a) Workday Service review;
 - (b) Guidance on new Workday programs, training, and other offerings;
 - (c) Analysis of case management trends to determine opportunities for greater success; and
 - (d) Reviews of Customer's strategic and business goals and accomplishments to align with Workday solutions and development roadmap.
 - 4.4 Coordinate quarterly key Workday communications tailored to Customer regarding but not limited to:
 - (a) Emphasizing Workday alerts and communication that could impact Customer;
 - (b) Partnering opportunities for Customer and Workday; and
 - (c) Participation in user groups and other Workday-led events.
 - 4.5 Provide quarterly guidance and best practices for Workday Community, which may include:
 - (a) Best practices and guidance on posting to Community for best results;
 - (b) Recommendations for participation in Workgroups and Surveys as opportunities to provide feedback;
 - (c) Utilizing the Workday Community Brainstorm Workbench to track voted-on brainstorm to provide feedback to Workday regarding Customer's priorities; and
 - (d) Key Community features and/or content to improve Community utilization and increase the value obtained by Customer from Community.



- 4.6 Semiannually, act as product-related advocate, which may include communication with product management on an ad-hoc basis or in response to specific product-related issues. Such communications do not guarantee any product changes or enhancements at Customer’s request.
 - (a) Facilitate participation in product-related customer design and feedback groups. Customer’s participation in these groups does not guarantee any product changes or enhancements at Customer’s request.
 - (b) Semiannual feature reviews to help Customer understand impact of, and plan for, adoption of new Workday features.
 - (c) When appropriate, participate in Customer steering committee meetings or program leadership meetings.
- 4.7 Conduct semiannual roadmap planning based on a review of Customer’s strategic initiatives and functionality adoption plan, including assistance with development of Customer roadmap for functionality adoption to align with business objectives and production plans.
- 5. **Exclusions.** Workday Customer Success does **not** include the following activities or roles.
 - 5.1 Customer Success is not an elevated level of support. It is not a dedicated help line for product challenges, issues, or bugs. Customer Success does not provide any product support for Workday Feature Releases.
 - 5.2 Customer Success does not operate in any professional services roles such as:
 - (a) Case Monitoring
 - (b) Solution Architect
 - (c) Project Manager
 - (d) Implementation Consultant
 - (e) Product Subject Matter Expert
- 6. **Post-Production Services.** The Gold Success Package provides Customer with additional offerings and discounts on post-production services to facilitate ongoing adoption of new features and functionality.
 - 6.1 Office Hours. The Gold Success Package includes 20 hours of Office Hours appointment credits for use beginning from Customer’s initial production “go-live” date and expiring at the end of the Order Term.
 - (a) *Office Hours Appointments.* Office Hours Appointments (“**Office Hours**”) are to be used by the Customer to schedule appointments in one (1), two (2), or three (3) hour increments with a Workday certified Office Hours Consultant (a “**Consultant**”), with one Office Hours credit decremented for each for each hour of the appointment. The types of questions addressed during Office Hours are limited to how-to questions, Customer-driven configuration reviews, feature demonstrations, and general questions and answers. Current Office Hours Consultant language capabilities limit questions to English only. Each Office Hour consists of (i) a remote Web-conferencing consultation, up to one (1) hour in total effort or duration, between the Customer and a certified Office Hours Consultant; and (ii) reasonable research and preparation by the Workday Consultant in advance of the consultation; provided Customer has delivered a written summary of questions at the time of the appointment request.
 - (b) *Office Hours Assumptions.*
 - (i) Office Hours credits provided or purchased under this Order Form are non-cancelable, non-refundable, and non-transferable, and cannot be used as a credit toward any other amounts due to Workday.
 - (ii) Credits for Workday Office Hours are provided under this Order Form as a one-time grant, not an annual grant. Additional Office Hours credits may be purchased by



Customer using Workday’s standard Office Hours renewal process. If purchased during the Order Term, the discount set forth in Section 6.2 will apply.

- (iii) If Customer fails to use all of its Office Hours credits, no refund, credit, or other compensation will be provided.
- (iv) Customer may utilize Office Hours credits only for the Workday products to which the Customer has already subscribed. Products, functional areas, and/or features that are not generally available are not in scope. Customer must be in production with the Workday Service, although the functionality for discussion does not have to be currently deployed.
- (v) Office Hours must be requested via an online system, as directed by Workday.
- (vi) Office Hours services are guidance support only. No “hands on” consulting services, consultant configuration, or access to Customer’s tenant are permitted under this Order Form.
- (vii) Workday will not document the results of, or record, any Office Hours. Customer may record the Office Hours; provided that any Workday Confidential Information contained in the recording remains the exclusive property and Confidential Information of Workday. Customer may use such recordings only with respect to the Workday products which Customer is authorized to use in writing by Workday.
- (viii) Customer may schedule follow-up appointments with the same Consultant to maintain continuity, subject to such Consultant’s availability. Each separate appointment will be separately counted and decremented hereunder.
- (ix) Office Hours canceled or rescheduled less than 24 hours in advance of the appointment time will be forfeited and one full Office Hour will decremented from Customer’s Office Hours credit balance.
- (x) The Consultant will wait up to 15 minutes following the start of the confirmed appointment time for the arrival of the Customer. If Customer fails to arrive within the initial 15 minutes, or at all, the Office Hour will be forfeited, and one full Office Hour will decremented from Customer’s Office Hours credit balance. If Customer arrives late but within the 15 minute wait time, that wait time will be forfeited and the appointment will conclude at the originally scheduled end time.
- (xi) Workday will not guarantee the availability of Customer’s preferred date, time or requested Consultant. Customer will need to select an appointment from available dates and times.
- (xii) Based on the expertise and capabilities of the Consultant, Workday may limit the scope of each appointment to the questions and discussion items submitted in advance by Customer in the appointment request.

6.2 Customer Enablement Discounts. The then-currently available Workday Customer Enablement standard post-production service offerings will be offered to Customer at a ten percent (10%) discount. A separate statement of work will be created for these services, with the discount applied therein. The discounts cannot be used for Customer Enablement Workshops. If Customer wishes to secure additional services to implement additional functionality, data conversion, or integrations not included in the scope of the standard offerings, Workday will provide a separate proposal for such services under a separate statement of work; provided that such services will not be eligible for the 10% discount.

7. **Workday Education Services.**

7.1 Workday will waive up to two (2) registration fees for the Getting Started with Workday Touchpoints course. The course helps prepare new and existing customers to make educated design and configuration decisions during both their initial deployment as well as on going configuration of Workday. Upon completing the course, students will be given access to the Workday Touchpoints Kit.



- 7.2 Workday will waive up to two (2) Workday Pro registration fees. Workday Pro is Workday’s customer-focused accreditation program. There are multiple tracks under the Workday Pro program. Each track is specific to a product area. To complete the track the individual must complete a set of courses and pass a test. Once completed, Workday Pros receive membership in the private Workday Pro Community Group, access to the Workday Touchpoints Kit, as well as access to update training with each new Workday release all for no additional cost. The registration fee covers the registration cost in a single Workday Pro track. The registration fee does not cover the cost of the individual training courses within the track. If the Customer resource fails the Workday Pro test for a track where the registration fee was waived, additional test attempts will be subject to a test re-take fee.
- 7.3 If Customer elects to purchase any Learn On-Demand Libraries or the Workday Adoption Kit, Customer will receive a 10% discount based on Workday’s then current list prices. Customer will need to execute a separate agreement to procure any Learn On-Demand Libraries or the Adoption Kit. The discount will not be applied retroactively for any Learn On-Demand Library or Workday Adoption Kit purchases made prior to the execution of this Order Form.
8. **Tenant Discount.** If, after the production go-live date, Customer elects to purchase additional deployment tenant(s), a ten percent (10%) discount will be applied to the current list pricing for a maximum of one (1) additional tenant per annual period during the Order Term. Customer will need to execute a separate agreement to procure the additional tenant.
9. **Conditions.**
- 9.1 The fees set for the Gold Success Package are based on the scope, terms, and conditions described herein. Any changes to the scope or conditions may impact both the time required to complete the reviews and/or activities and the total fees. Workday will advise Customer if requested activities will result in a fee increase. Customer may choose not to proceed with the additional requested activities. Any additional activities and the fees therefor shall be documented in a separate statement of work or Change Order executed by the parties.
- 9.2 Customer is responsible for the timely coordination of its internal resources and providing appropriate information to Workday as necessary. If Customer’s actions or responsibilities hereunder are delayed or impact Workday’s ability to perform the activities for any reason, Customer understands and agrees that Workday’s ability to staff the work, to complete the work in a timely manner, and to meet date commitments, if applicable, could be at risk, and Workday may delay performance of its activities, a Change Order may be required, and additional fees may be due.
- 9.3 The fees are based on a scope for deployment limited as described in this Order Form.
10. **Fees, Expenses and Payment.** Workday will invoice the Gold Success fees in accordance with the table above. Invoices are due in accordance with the Agreement. Except as provided in Section **Error! Reference source not found.**, all fees are non-cancelable and non-refundable. Excluding the two onsite visits set forth in Section 2 above, Workday’s travel-related costs and expenses are not included in the fees set forth in this Order Form. If the parties have mutually agreed to have Workday travel in connection with this Order Form, Customer will reimburse Workday for all travel-related costs and expenses in accordance with Workday’s travel and expense policy. Invoicing for travel-related expenses will occur on a monthly basis. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.
11. **Ownership.** The recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing the reviews and/or providing guidance, or that are co-developed by the parties hereunder, including all Intellectual Property Rights pertaining thereto, are Workday Intellectual Property Rights.
12. **Warranty, Remedies, and Disclaimer.** Workday warrants that it will perform its obligations in this Order Form in a professional and workmanlike manner. With respect to this Order Form only, the foregoing



warranty supersedes any warranties set forth in the MSA or any other agreement between Workday and Customer. As Customer's exclusive remedy and Workday's sole liability for breach of the foregoing warranty with respect to this Addendum, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives prompt written notice to Workday which describes any deficiencies. In the event Workday is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of Gold Success. In the event of a material uncured breach arising under this Order Form, the party seeking termination may terminate only this Order Form and agrees that it may not terminate the MSA or any other Order Forms thereto. However, expiration or termination of the MSA for any reason will result in immediate termination of this Order Form. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND ACTIVITIES PROVIDED UNDER THIS ORDER FORM.

13. **Limitation of Liability, Exclusions.** NOTWITHSTANDING THE TERMS OF THE MSA OR ANY OTHER AGREEMENT BETWEEN CUSTOMER AND WORKDAY AND/OR ITS AFFILIATES, WORKDAY'S AND ITS AFFILIATES' SOLE AND MAXIMUM AGGREGATE LIABILITY, WHETHER IN TORT, CONTRACT OR OTHERWISE, FOR THE PERFORMANCE OF GOLD SUCCESS, ANY CHANGE ORDER RELATED TO GOLD SUCCESS, OR OTHERWISE ARISING OUT OF THIS ORDER FORM SHALL BE LIMITED TO THE FEES PAID AND/OR PAYABLE BY CUSTOMER FOR GOLD SUCCESS AND ANY CHANGE ORDERS RELATED THERETO. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THE PRECEDING SENTENCE WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.