

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement and Release Agreement (the "Agreement") is entered into and effective as of July 18, 2022 (the "Effective Date"), by and between the State of Maine (the "State") and Workday, Inc. ("Workday"). Individually, the parties to this Agreement are referred to as "Party" and collectively, they are referred to as the "Parties."

RECITALS

- A. On or about October 18, 2018, the State and Workday entered into a Statement of Work (#162752), leveraging an existing NASPO ValuePoint Master Agreement, NASPO ValuePoint Master Subscription Agreement, and NASPO ValuePoint Professional Services Agreement made applicable to the Parties via the Participating Addendum executed on or about October 16, 2018. References to the NASPO ValuePoint Professional Services Agreement in this Agreement refer to the NASPO Professional Services Agreement only to the extent made applicable to the Parties via the Participating Addendum, and do not refer to the vehicle generally.
- B. On or about October 18, 2018, the State and Workday executed Order Form #162179 in conjunction with the NASPO ValuePoint Master Subscription Agreement.
- C. On or about November 30, 2018, the State and Workday executed Change Order #170307.
- D. On or about December 21, 2018, the State and Workday executed Change Order #172113.
- E. On or about February 27, 2019, the State and Workday executed Change Order #175731.
- F. On or about April 8, 2019, the State and Workday executed Change Order #181977.
- G. On or about June 17, 2019, the State and Workday executed Change Order #187394.
- H. On or about November 27, 2019, the State and Workday executed Change Order #188679.
- I. On or about January 27, 2020, the State and Workday executed Change Order #204268.
- J. On or about April 23, 2020, the State and Workday executed Change Order #217948.
- K. On or about May 1, 2020, the State and Workday executed Amendment #1 to Change Order #204268.
- L. The Statement of Work, NASPO ValuePoint Professional Services Agreement, and the order form, change orders, and amendment listed above are referred to collectively herein as "the Contracts."

- M. Work was performed under the Contracts until approximately February 2021. On or about February 2021, work ceased due to a dispute between the Parties (“the Dispute”).
- N. On May 4, 2022, the Parties participated in a full-day confidential mediation session (the “Mediation”) with attorney Jerrol A. Crouter, who assisted the Parties to arrive at the settlement terms reflected in this Agreement. It is the intent of the Parties that this Agreement shall be an enforceable and binding agreement between them.
- O. The Parties now wish to terminate the Contracts, as well as settle and resolve any and all claims arising out of the Contracts. It is understood and agreed that neither this Agreement nor the consideration therefore is to be considered an admission of liability or other wrongdoing on the part of any of the Parties.
- P. The Parties do not intend this Agreement to modify either Party’s existing or future obligations under the NASPO ValuePoint Master Subscription Agreement, except as stated in Paragraph 3 below.

AGREEMENT

NOW THEREFORE, in consideration of the above Recitals, the agreements contained herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

- 1. Recitals. Recitals A through P, inclusive (the “Recitals”), are incorporated herein by this reference and the Parties agree that the information in said Recitals is true and correct.
- 2. Payment by Workday. No later than 30 days after this Agreement is fully executed by all Parties, Workday shall pay or cause its insurer to pay to the State \$2,620,000 (the “Settlement Payment”). The Settlement Payment shall be made by check or wire transfer according to the following instructions:

Payment by wire shall be made to the Treasurer State of Maine as set forth in Exhibit A.

Payment by check shall be made out to “Treasurer, State of Maine” and provided to the State as set forth in Section 10(l) of this Agreement.

- 3. Waiver of Payments and Termination of Order Form #162179. Workday agrees to waive the \$2,062,826 subscription payment under Order Form #161951 that would otherwise be due and owing by the State on July 10, 2022. The Parties agree that no payments under Order Form #162179 shall be required or paid, specifically the \$261,140 payment scheduled for July 1, 2021 and the \$189,915 payment scheduled for July 1, 2022. The Parties agree that Order Form #162179 is terminated with the mutual consent of the Parties for convenience and not for cause or default, as of the Effective Date. Upon clearance of the Settlement Payment of the bank that it is drawn

upon, the Parties agree that neither Party shall have any further rights, obligations, or remedies under Order Form #162179.

4. Knowledge Transfer. Workday Professional Services will reasonably cooperate on knowledge transfer to another professional services contractor for 45 days after Workday is first notified in writing that knowledge transfer assistance is required. Knowledge transfer includes, but is not limited to, reasonably: (1) providing documents, (2) responding timely to questions, and (3) attending meetings as requested. Workday will not be liable for any work referring or relating to any such cooperation except for Workday's reckless misconduct, gross negligence, willful misconduct and/or fraud.
5. Termination of the NASPO ValuePoint Professional Services Agreement. The Parties agree that the NASPO ValuePoint Professional Services Agreement is terminated with the mutual consent of the Parties for convenience and not for cause or default, as of the Effective Date. Workday agrees to waive any and all outstanding payments that would otherwise be due and owing by the State under the NASPO ValuePoint Professional Services Agreement. Upon the clearance of the Settlement Payment of the bank that it is drawn upon, the Parties agree that neither Party shall have any further rights, obligations, or remedies under the NASPO ValuePoint Professional Services Agreement, except for as specified under Section 9.6 of the NASPO ValuePoint Professional Services Agreement. As of the Effective Date, neither Party is aware of any breaches of the aforementioned provision.
6. Termination of the Statement of Work (#162752) and Associated Change Orders and Amendment. The Parties agree that the Statement of Work, Change Orders #170307, #172113, #175731, #181977, #187394, #188679, #204268, #217948, and Amendment #1 to Change Order #204268 are terminated with the mutual consent of the Parties for convenience and not for cause or default, as of the Effective Date. Upon the clearance of the Settlement Payment of the bank that it is drawn upon, the Parties agree that neither Party shall have any further rights, obligations, or remedies under the Statement of Work and associated change orders and amendment.
7. Non-Disclosure. The Parties shall keep confidential the terms of this Agreement and the circumstances of the Dispute, except as provided in this paragraph. Neither the Parties, nor their employees, agents, or representatives, may disclose the terms of this Agreement or the circumstances of the Dispute, whether directly or indirectly, to any third party, unless required by law or court order, with the exception of (a) employees, officers, directors, insurers and prospective insurers, counsel, parents, subsidiaries, or affiliates of each party who have a right to know under any applicable law or who have a legitimate reason to know, (b) any disclosure, including any disclosure to an auditor, accountant, or tax preparer, necessary to comply with the Internal Revenue Code, state tax laws, state or federal securities law, or any similar applicable law, (c) any disclosure required by a legally legitimate court order or subpoena, or as a part of any litigation over this Agreement, and (d) any disclosure made after the written consent thereto is obtained from the other, non-disclosing party. If Maine is required by applicable law to make a public statement regarding the

terms of the Agreement and/or the circumstances of the Dispute with a Maine legislative body, Workday may issue a public response to any statement made by Maine. If disclosure (including to a Maine legislative body) of the terms of this Agreement and/or circumstances of the Dispute is compelled by law, or production of the terms of this Agreement is compelled by law (including pursuant to any FOIA request), the State will provide Workday with reasonable prior written notice of the obligation to disclose and/or produce and a copy of the request for disclosure/production, to the extent possible. Notice under this paragraph shall be given as specified in Paragraph 10(l) of this Agreement. In addition, notice under this paragraph shall be given to Workday's outside counsel, Benedict Y. Hur, Willkie Farr & Gallagher LLP, One Front Street, San Francisco, CA 94111 with a copy to bhur@willkie.com. If Workday is compelled by law to disclose or produce the terms of this Agreement and/or the circumstances of the Dispute, Workday will provide the State with reasonable prior written notice of the obligation of disclosure/production, to the extent possible. Notice under the foregoing shall be given as specified in Paragraph 10(l) of this Agreement.

8. Non-Disparagement. Maine and its current, former, and future agents or officials will not disparage Workday or its affiliates, or their products or services. In addition, Maine will not issue, cause to be issued, or participate in the issuance of any public comment concerning Workday's work concerning the Contracts, this Agreement, or the circumstances of the Dispute. Workday will not disparage Maine or its business practices. No Party will issue a press release announcing the Agreement or otherwise advertise it.
9. Mutual Releases. In exchange for good and valuable consideration, each of the Parties forever, finally, fully and completely releases, relieves, acquits, remises and discharges all of the other Parties and their respective directors, officers, partners, principals, managers, employees, insurers, or any other person acting on its behalf, from any and all liens, losses, claims, debts, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, without limitation, attorneys' fees and costs), damages, injuries, suits, actions and causes of action of whatever kind or nature, whether known or unknown, suspected or unsuspected, contingent or fixed, based on, arising out of, incidental to, appertaining to, in connection with and/or emanating from, in any way, the Contracts, except for any dispute based on conduct occurring after the Effective Date arising out of the surviving terms of the Contracts.
10. Miscellaneous.
 - a. Counterparts. The Agreement may be executed in one or more counterparts but all of the counterparts shall constitute one agreement. This Agreement shall be effective when executed by all of the parties hereto.
 - b. Email. This Agreement may be executed and then scanned or emailed. Scanned and emailed signatures shall constitute originals for any and all purposes herein.


- c. Electronic Signature. This Agreement may be electronically signed by the Parties. Electronic signatures shall constitute originals for any and all purposes herein.
- d. Successors and Assigns and Beneficiaries. This Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto, and each of them.
- e. Integration. This Agreement constitutes a single, integrated written contract expressing the entire agreement of the parties hereto relative to the subject matter hereof. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by any party hereto, except as specifically set forth in this Agreement. All prior discussions and negotiations have been and are merged and integrated into, and are superseded by, this Agreement. The Parties represent that they are competent to sign this Agreement and do so of their own free will, having had the provisions of this Agreement explained to them by their respective counsel.
- f. Reformation and Severability. It is the intent of the Parties that any and all provisions contained in this Agreement shall be enforced to the fullest extent permitted by law. If any provision of this Agreement shall be declared by a court to be illegal, invalid, unreasonable in scope, or otherwise unenforceable, the Parties agree that any court of competent jurisdiction may modify and reform such provision to allow enforcement to the fullest extent permitted by law. Additionally, in the event that any provision of this Agreement should be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect as each provision is an independent covenant and not a condition precedent to the effectiveness of any provision herein.
- g. Governing Law. This Agreement shall be construed in accordance with, and be governed by, the laws of the State of Maine.
- h. No Admission of Liability. Nothing contained herein shall be construed as an admission by any party of any liability or fault of any kind, all such liability or fault being expressly denied.
- i. Attorneys' Fees. The Parties shall bear all of their own fees and costs pertaining to the Contracts, the Mediation and any conduct released in Paragraph 9 above.
- j. Joint Drafting. The Parties hereto hereby acknowledge and agree that (i) each of the Parties hereto is of equal bargaining strength, (ii) each of the Parties has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each of the Parties has consulted with its own independent counsel, and such other professionals as such Party deems appropriate relative to any and all matters contemplated under this Agreement, (iv) each such Party and such Parties' counsel and advisors have reviewed the Agreement

and following said review each Party agrees to enter into this Agreement, (v) any rule of construction to the effect that ambiguities are to be resolved against the drafting parties shall not apply in the interpretation of this Agreement, or any portions hereof or any amendments hereto.

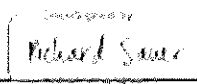
- k. Authority. Each Party represents to the other that it has full authority to enter into this Agreement, and that no matter released by this Agreement has been assigned, transferred, or conveyed to any other person or entity. Each Party represents and warrants to the other that it owns all of the claims released hereby. Each person signing below represents and warrants to each Party that he/she has authority to sign this Agreement on behalf of the Party for whom he/she is signing.
- l. Notices. Notice under this Agreement shall be in writing and shall be deemed to have been given upon electronic notice and overnight mail notice to the following: (i) for Workday, 6110 Stoneridge Mall Road, Pleasanton, CA 94588, USA to the attention of General Counsel with a copy to legal@workday.com and (ii) for the State, Department of Administrative and Financial Services, Office of the Commissioner, 78 State House Station, Augusta, Maine 04333-0078 with a copy to the Office of the Attorney General, 6 State House Station, Augusta, ME 04333.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year written below.

The State of Maine

By:  Date: 7/18/2022
Name: Kirsten LC Figueroa
Title: Commissioner, Department of Administrative and Financial Services

Workday, Inc.

By:  Date: July 19, 2022
Name: Richard Sauer
Title: Chief Legal Officer & Head of Corporate Affairs

