



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the contract renewal with Workday, Inc. for the Learn-On-Demand subscription that provides college-wide training for employees, Learning Management System subscription that is used for employee training, and Extend subscription used for building applications within Workday, utilizing the bid waiver (information technology). Fiscal Impact: Estimated \$113,716.00, spent over one year (cumulative \$2,572,656.00).

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed? This amendment will allow the extension of the following Workday subscriptions as follows:

1) Workday Learn-On-Demand, Order Form #00437279.0- 7/1/2024-6/30/2025.

The Learn On-Demand subscription libraries contain short, topic-specific videos and job aids that Workday administrators and workers can access for just-in-time learning. This training supplements instructor-led offerings and provides users with the knowledge they need to be self-sufficient in Workday. Below are some of the benefits.

- Access specific training anytime and continue learning through ongoing education
- Access on-the-job reference materials
- Content is updated with Workday functionality
- Provides an interactive learner experience
- Reinforce topics learned in classroom training

This order form will renew the subscription for the Workday Learn-On Demand training for an additional year.

2) Workday Learning Management System, Order Form#00442104.0- 7/1/2024-6/30/2025.

Workday Learning, a Learning Management System (LMS), supports the College in training and developing our workforce. This includes the ability to manage, organize, deliver learning content, and to leverage the Workday HCM data to create targeted learning campaigns for all employees. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience. The College has been using this LMS since 2017, with the Center for Teaching and Learning (CTEL) as the most active department. It has been a successful vehicle for posting and tracking mandatory and non-mandatory training for all employees, including hosting this year's Professional Development Day.

This order form will renew the subscription for the Workday Learning Management System for an additional year.

3) Workday Extend, Order Form#00454916.0- 8/14/2024-8/13/2025.

Workday Extend, previously known as the Workday Cloud Platform (WCP), allows Workday customers to enhance their Workday experience by designing, building, and deploying applications that connect to and integrate with Workday.

Broward College has many custom applications currently built in various legacy environments. Many applications that were 3rd party integrations have already been created using this new development platform. The benefits of being able to house applications that can now be secured within the HCM/Finance system, Workday, are too many to list. One of the key benefits and savings, is not having to hire developers that understand different programming languages, this allows for all our Workday resources to focus on one singular platform.

This order form will renew our subscription for Extend for an additional year.

What procurement process or bid waiver was used and why? The College used the bid waiver exemption provided for the information technology resources in accordance with the Florida Administrative Code (FLDOE 6A-14.0734(2)(g) and College Procedure 6AHx2-6.34 which cites the following exception to the requirement to solicit competitive offers:

Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
Yes.

What fund, cost center and line item(s) were used? FD100, CC0086, GLC64500.

Has Broward College used this vendor before for these products or services? Yes.

Was the product or service acceptable in the past? Yes.

Was there a return on investment anticipated when entering this contract? No.

Was that return on investment not met, met, or exceeded and how? Not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Not applicable.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Estimated \$ 113,716.00 for one year paid from FD100, BU202, CC0086, PG0002677. Cumulative total \$2,572,656.00

07/01/24	CC0086 · ERP Support	(\$25,000.00)
	Learn-on-Demand	
07/01/24	CC0086 · ERP Support	(\$43,624.00)

Learning Management System

08/14/24

CC0086 · ERP Support

(\$45,092.00)

Extend

TOTAL: (\$113,716.00)

Raj Mettai
Raj Mettai, Chief Information Officer

5/24/2024

Donald Astrab
Donald Astrab, VP, Academic Operations, Analytics, & Comm

5/29/2024

APPROVAL PATH: 12200: Workday Subscriptions Renewal (Learn-On-Demand + Learning Management System + Extend 2024-2025)

 **Workflow**

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Alina Gonzalez	Review & Approve		Completed	
2	Raj Mettai	CIO Review		Completed	
3	Donald Astrab	Chief Operating Officer		Completed	
4	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	
5	Zaida Riollano	Procurement Approval 		Completed	
6	Rabia Azhar	CFO Review		Completed	
6	Christine Sims	Budget Departmental Review		Completed	
6	Legal Services Review Group	Review and Approval for Form and		Completed	
7	Board Clerk	Agenda Preparation		Completed	
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	Pending	
9	Electronic Signature(s)	Signatures obtained via DocuSign b		Pending	
10	Natalia Triana-Aristizabal	Contracts Coordinator		Pending	



ORDER FORM 00454916.0

Customer Name	District Board of Trustees of Broward College, Florida
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	September 28, 2012
Order Effective Date	August 14, 2024
Order Term	August 14, 2024 through August 13, 2025
Currency	USD
Total Subscription Fee	45,092

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	45,092
Total Payment Amount		45,092

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
XTND	Extend	Data Usage (GB)	Up to 10GB per year

*For Pricing Metric details see the Full-Service Equivalent (“FSE”) Count Table below.

Customer Contact Information

	Billing, In Care of	Subscriptions Contact
Contact Name	Alina Gonzalez	Alina Gonzalez
Street Address City/Town, State/Region/County, Zip/Post Code, Country	6400 NW 6 th Way Fort Lauderdale, FL 33309 United States	6400 NW 6 th Way Fort Lauderdale, FL 33309 United States
Phone/Fax #	(954) 201-3509	(954) 201-3509
Email (required)	ITFinance@broward.edu	ITFinance@broward.edu

This Order Form is subject to and governed by the MSA. In the event of a conflict, the provisions of this Order Form take precedence over the MSA, as amended, and its exhibits and attachments. The parties further agree to the terms in the following Additional Terms and Conditions Addendum(s): Extend, located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. The parties acknowledge and agree that Order Form #104120 (as amended), with an Order Effective date of April 30, 2016, Order Form #104030 (as amended), with an Order Effective date of April 30, 2016, Order Form #218365, with an Order Effective date of August 14, 2020, and Order Form #247232, with an Order Effective date of July 1, 2021, between Customer and Workday, expire the day before the Order Effective Date stated above. Immediately upon such expiration, this Order Form will govern Customer’s use of the Service, as defined above. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.



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

**District Board of Trustees of Broward College, Workday, Inc.
Florida**

Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. Additional Metric Definition(s).

Additional Metric Definition Table

	Metric	Definition
XTND	Data Usage	The total volume of all inbound and outbound data transfer generated by Extend Apps in the Customer's Production tenants, measured in gigabytes (GB). Data transfer includes, but is not limited to, all successful API requests to or from Customer's Extend Apps to or from any API's (Workday and third-party) and all read/write requests to store data. API responses to Extend Apps to read attachments do not count towards the Data Usage entitlement.

a. Additional Metric Reporting based on total cumulative number.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
XTND	Each increment of 5 Additional GBs	22,546

A. Growth Event Reporting Obligation.

In addition to the Annual Reporting Obligation, if Customer exceeds any Subscription Rights by 5% or more ("Growth Event") as a result of any one-time addition of Workers (e.g., M&A), Customer must report the excess Subscription Rights to subscriptions@workday.com within 30 days of the Growth Event. Customer agrees to pay the applicable annual fees from the start date of the Growth Event through the subsequent anniversary date which will be documented under a separate order form.

3. Renewal.

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing. Such order form must be executed no later than 30 days prior to the end of this Order Term.

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (2% Innovation Index + Renewal Term CPI))

The "**Base Subscription Fee**" means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table in the final Subscription Period. If the final Period is a partial year, Base Subscription Fee is the annualized value of the final Annual Period Subscription Fee. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

4. Additional Definitions (as applicable).

“**CPI**” means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

“**Renewal Term CPI**” means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

“**Innovation Index**” means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday’s efforts and investment in product development and infrastructure.



WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Description
Extend	Workday Extend enables organizations to use extensions to Workday Service applications and to use custom applications with Workday Service applications, provided such extensions and applications were created under the Workday Extend Developer Program.

**ORDER FORM #00442104.0**

Customer Name	District Board of Trustees of Broward College, Florida
Workday Entity Name	Workday Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	September 28, 2012
Order Effective Date	July 1, 2024
Order Term	July 1, 2024 through June 30, 2025
Currency	USD
Underlying Order Forms	104120 (as amended), 104030 (as amended), 218365, 247232, and if applicable, any related renewal Order Form(s) then in effect.
Total Subscription Fee	43,624

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	43,624
Total Payment Amount		43,624

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LRN	Learning	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
CCLRN	Cloud Connect for Learning	FSE*	Full Enterprise

*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.

Full-Service Equivalent ("FSE") Count Table

Service	FSE Population Category	Baseline FSE Count
Learning	Full Enterprise	1,813
Media Cloud - No Fee	Full Enterprise	1,813
Cloud Connect for Learning	Full Enterprise	1,813

1. Growth and Expansion.

Customer will report to subscriptions@workday.com as specified in the Underlying Order Form(s) for the metrics as provided below. Due to the Add-On Services shown in the Subscription Rights Table, the Expansion Rate(s) in the Underlying Order Form(s) are incrementally increased as provided below:

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	24.06

Customer Information	Billing Contact, In Care of
Contact Name	Alina Gonzalez
Street Address	6400 NW 6 th Way
City/Town, State/Region/County, Zip/Post Code,	Fort Lauderdale, FL 33309
Country	United States



Phone/Fax #	(954) 201-3509
Email (required)	ITFinance@broward.edu

The Total Subscription Fee is based on the maximum indicated in the Subscription Rights table, and any use in excess of the maximums indicated will be subject to the terms in the Underlying Order Form(s), if applicable. Customer understands that the Base Subscription Fee for the Renewal Term of this Order Form is 43,624. These fees are incremental to the Base Subscription Fees in the associated Underlying Order Form(s).

This Order Form is only valid and binding when executed by both parties and is subject to the additional terms in the above-referenced MSA (as amended), the Underlying Order Form(s), or related renewal Order Form in effect, and any Addendums and Exhibits attached hereto. In the event of a conflict, the provisions of this Order Form take precedence over the MSA (as amended) and its exhibits and attachments. The parties further agree to the terms in the following Additional Terms and Conditions Addendum(s): Learning, Media Cloud, located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>. Capitalized terms not defined herein shall have the same meaning as the Underlying Order Forms. An active HCM/FIN subscription is required for use of the Service applications listed herein. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.



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

**District Board of Trustees of Broward College, Workday, Inc.
Florida**

Signature Signature

Name Name

Title Title

Date Signed Date Signed

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Description
Learning	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.
Cloud Connect for Learning	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning. It also requires customers to maintain an active subscription to Innovation Services and opt in to the corresponding Innovation Service.

**ORDER FORM #00437279.0**

Customer Name	District Board of Trustees of Broward College, Florida
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
MSA Effective Date	September 28, 2012
Order Effective Date	The later of the dates beneath the parties' signatures below
Training Subscription Order Term	July 01, 2024 to June 30, 2025
Currency	USD
Total Training Fees	25,000

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	25,000
	Total Payment Amount	25,000

SKU	Training Offering	Annual Rate	Quantity	Term	Total Training Fees
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,000	1	1	5,000
LODPAY10	Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users	5,000	1	1	5,000
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	5,000	1	1	5,000
LODEG10	Learn On-Demand – Education & Government Library 10 Initial Users	5,000	1	1	5,000
LODTECH10	Learn On-Demand – Cross- Application Technology Library 10 Initial Users	5,000	1	1	5,000
				Total Training Fees	25,000



Customer Contact Information	Billing, In Care of
Contact Name	Alina Gonzalez
Street Address City/Town, State/Province/Region Zip/Postal Code Country	6400 NW 6th Way Fort Lauderdale, Florida, 33309 USA
Phone	Phone: 954- 201-3509
Email (Required)	ITFinance@broward.edu

This Order Form is subject to and governed by the MSA. This Order Form incorporates the Training Terms located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (“**Training Terms**”). In the event of a conflict between the terms of the MSA, the Training Terms, this Order Form, and the attached Addenda, the order of precedence is this (i) Order Form, (ii) the Training Terms, and (iii) the MSA. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.

District Board of Trustees of Broward College, Florida	Workday, Inc.
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed



00249605.0 - Confidential and Proprietary



AMENDMENT #2 TO THE MASTER SUBSCRIPTION AGREEMENT

This Amendment #2 (this “**Amendment**”) to the Master Subscription Agreement between **District Board of Trustees of Broward College, Florida** (“**Customer**”) and **Workday, Inc.**, a Delaware corporation (“**Workday**”) dated September 27, 2012 (“**Agreement**”) is entered into as of the later of the dates beneath the parties’ signatures below (“**Amendment Effective Date**”). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

WHEREAS, the parties desire to amend the Agreement to include insurance terms; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

1. The following definitions are hereby added to the Agreement and replace any definition of the same name:
2. The following Section 10.10 is hereby added to and made a part of the Agreement:

***10.10 Insurance.** Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Workday services are to be performed. Upon Customer’s written request, Workday shall provide a certificate of insurance evidencing the following coverages: (1) Workers’ Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee; (2) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement; and (3) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.*

3. The following is the updated information to be used by Customer when sending notices to Workday pursuant to the Agreement: 6110 Stoneridge Mall Road, Pleasanton, CA 94588, USA to the attention of the Legal Department with a copy by email sent to legal@workday.com.

Except as amended hereby, the Agreement shall remain in full force and effect. This Amendment may be executed electronically and/or in counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Amendment as of the Amendment Effective Date:

Signatures on Following Page



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**District Board of Trustees of Broward College,
Florida**

Workday, Inc.

DocuSigned by:
Tony Casciotta
D522A23D4F5B4F8...

Michael Magaro
Michael Magaro (Apr 12, 2021 16:51 PDT)

Signature
Tony Casciotta

Signature
Michael Magaro

Name
VP of IT

Name
Senior Vice President, Business Finance

Title
4/9/2021

Title
Apr 12, 2021

Date Signed

Date Signed

Approved as to Legal Form by:

Lisa Sledge
Lisa Sledge (Apr 12, 2021 17:31 MDT)



00103374.0 - Confidential and Proprietary

AMENDMENT #1 TO THE MASTER SUBSCRIPTION AGREEMENT

This Amendment #1 (this "Amendment") to the Master Subscription Agreement between **District Board of Trustees of Broward College, Florida** ("Customer") and Workday, Inc., a Delaware corporation ("Workday") dated September 28, 2012 ("Agreement") is entered into as of the later of the dates beneath the parties' signatures below ("Amendment Effective Date"). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement. References to the Master Subscription Agreement between the parties in Order Forms or exhibits will be deemed to be references to the Agreement. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

WHEREAS, the parties have agreed to a proposed extension of the Term of the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree to amend the Agreement as follows:

1. The following definitions are hereby added to the Agreement and replace any existing definition:

"Authorized Parties" means Customer's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement.

In Section 1.1 "Workday Obligations", the following is added to the end of the section: *"Workday will provide service credits to Customer according to the Workday SLA Service Credit Exhibit attached hereto. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form."*

2. The following is the updated information to be used by Customer when sending notices to Workday pursuant to the Agreement: 6230 Stoneridge Mall Road, Pleasanton, CA 94588, USA to the attention of General Counsel with a copy to legal@workday.com.
3. The following is added as Section 9.6 of the Agreement:

9.6 Fiscal Funding Termination. *Customer will seek to obtain funding for each fiscal year of each Order Form. When State or Federal funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of an Order Form, in whole or in part. Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday's receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has issued a purchase order and the received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year's subscription fee.*
4. The following is added as a new Section 10.9 of the Agreement:

10.9 Source Code Escrow. *Customer will be named as a beneficiary under the escrow agreement ("Escrow Agreement") between Workday and Iron Mountain ("Escrow Agent") during the Term of the Agreement. The Escrow Agreement shall govern the maintenance and release of such source code, and Workday agrees to update, enhance, or otherwise modify such escrowed source code promptly upon each*



00103374.0 - Confidential and Proprietary

release of a new version of the Service. Customer agrees to pay the costs of being a named beneficiary. Customer's right to access and use the source code is subject to Customer's continued compliance in all material respects with the Agreement. Customer shall treat the Source Code as Workday Confidential Information and shall provide the Source Code the security and protection required by this Agreement. Under all circumstances, the Source Code shall remain the property of Workday, and Customer shall only use the Source Code in conjunction with, and to maintain the software to operate the Service consistent with and through the end of the Term of this Agreement, and for no other purpose.

Except as amended hereby, the Agreement shall remain in full force and effect. This Amendment may be executed electronically and/or in counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Amendment as of the Amendment Effective Date.

District Board of Trustees of Broward College, Florida

DocuSigned by: Thomas W. Olliff
Signature
A1267F44E088457...

Thomas W. Olliff

Name

SVP, Administrative Services

Title

4/29/2016

Date Signed

Workday, Inc.

Phil Wilmington (Apr 30, 2016)

Signature

Phil Wilmington

Name

Co-President

Title

Apr 30, 2016

Date Signed

Approved as to Legal Form by:

Paula Goldman (Apr 29, 2016)

DocuSigned by: Gregory A. Hale, Esq.
APPROVED AS TO FORM AND LEGALITY:
Signature
GREGORY A. HALE, ESQ.
04210120D8624C8...



Confidential

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement, effective as September 28, 2012 ("Effective Date"), is by and between Workday, Inc. ("Workday") a Delaware corporation with offices at 6230 Stoneridge Mall Road, Pleasanton, CA 94588 and District Board of Trustees of Broward College, Florida, ("Broward College" or "Customer") a Florida corporation with offices at 111 East Las Olas Blvd., Fort Lauderdale, FL 33301. Whereas, Workday provides a subscription Service, Customer desires to subscribe to the Service, and this business relationship and the allocation of responsibilities regarding such Service are set forth in this Agreement. Therefore, the parties agree as follows:

1. Customer's Use of the Service.

1.1 Workday Obligations. Workday shall: (i) make the Service available in accordance with the Documentation and the SLA to Customer during the Term pursuant to this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties.

1.2 Customer Obligations. Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Service, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall be liable for the acts and omissions of all Customer Affiliates relating to this Agreement.

1.3 Federal Government End Use Provisions (if applicable). Workday provides the Service, including related software and technology, for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202.3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a "need for" right not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

2. Fees.

2.1 Invoices & Payment. Fees for the Service will be invoiced in accordance with the relevant Order Form. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "Proper" invoice is defined as an invoice that conforms to all statutory requirements. The time at which payment shall be due from Customer shall be thirty (30) days from receipt of a Proper invoice, based on compliance with the statutory requirements set forth in Section 218.70 et al., Florida Statutes (or successor statutes). Except as otherwise stated in an Order Form, all fees are quoted and payable in United States dollars and are based on Service rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon Workday's request, Customer will make payments via wire transfer.

2.1 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Indemnification by Workday", Section 9.2 "Termination", and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable. The license rights for the number of Employees set forth on any respective Order Form cannot be decreased during the Term.

2.2 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 set forth in Florida Statutes, Section 218.74 (or successor statutes).

2.3 Non-Payment and Suspension of Service. If Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this



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Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full.

2.4 Taxes. Customer is a tax exempt entity and shall not be subject to any taxes imposed by Workday. Customer will provide Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Proprietary Rights.

3.1 Ownership and Reservation of Rights to Workday Intellectual Property. Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.2 License Grant. Workday hereby grants Customer a non-exclusive, non-transferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form.

3.3 License Restrictions. Customer shall not (i) modify, copy or create any derivative works based on the Service or Documentation; (ii) 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 Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

3.4 Ownership of Customer Data. As between Workday and Customer, Customer owns its Customer Data.

3.5 Customer Input. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

3.6 Aggregated Data Use. Workday owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Workday from utilizing the Aggregated Data for purposes of operating Workday's business, provided that Workday's use of Aggregated Data will not reveal the identity, whether directly or indirectly, of any individual or specific data entered by any individual into the Service. In no event does the Aggregated Data include any personally identifiable information.

4. Confidentiality.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

4.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

4.4 Remedies. If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.



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4.5 Exclusions. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

5. Customer Data.

5.1 Protection and Security. During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the Workday Security Exhibit attached hereto, and is further described in Workday's most recently completed SSAE 16 (SOC1) audit report or industry-standard successor report. The most recently completed, as of the Effective Date, SOC1 audit report is referred to as the "Current Audit Report". In no event during the Term shall Workday's security program use controls materially less protective than those provided in Workday's Security Exhibit and the Current Audit Report. During the Term, Workday will maintain a current certification with the U.S. Department of Commerce under the U.S.-European Union and U.S.-Switzerland Safe Harbor Frameworks. Workday designs its Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it.

5.2 Backup and Data Recovery. Workday shall make periodic backups of Customer Data and restore Customer Data lost due to Workday error or disaster in accordance with Workday's documented backup and recovery process and as documented in its then current SOC1 audit report (or industry-standard successor report.) In the event that Customer deletes Customer Data and requires Workday's assistance to restore it, Workday will provide reasonable assistance at its then-current rates for such services. Throughout the Term, Customer shall have the right to access and extract Customer Data through the Service using the methods described in the Documentation.

5.3 Unauthorized Disclosure. If either party believes that there has been a disclosure of Customer Data to anyone other than an Authorized Party or Workday, such party must promptly notify the other party. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

6. Warranties & Disclaimers.

6.1 Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform materially in accordance with the Documentation; and (ii) the functionality of the Service will not be materially decreased during the Term.

6.2 Warranty Remedies. As Customer's exclusive remedy and Workday's sole liability for breach of the warranty set forth in Section 6.1 (i) and (ii), (a) Workday shall correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer.

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, INCLUDING, BUT NOT LIMITED TO THE WARRANTIES SET FORTH IN SECTION 6.1, 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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.



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7. Indemnification.

7.1 Indemnification by Workday. Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent issued as of the Effective Date, or a trademark of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer in the event of: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service in combination with any other product or service not provided by Workday; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated at the option of Workday and Workday's sole liability shall be to refund any prepaid fees for the Service that were to be provided after the effective date of termination.

7.2 Responsibility of Customer. Customer is responsible for the content of its Customer Data. Customer shall not upload Customer Data that infringes the rights of, or causes harm to, a third party or violates any Law.

8. Limitation of Liability.

8.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS AND/OR CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR WORKDAY'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST ANNIVERSARY OF THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST TWELVE MONTH PERIOD).

8.2 Exclusion of Damages. EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9. Term & Termination.

9.1 Term of Agreement. The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

9.2 Termination. Either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party 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. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

9.3 Effect of Termination. Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under section 9.5) and Workday



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Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination. Upon termination for cause by Workday, all future amounts due under all Order Forms shall be accelerated and become due and payable immediately.

9.4 Retrieval of Customer Data. Upon request by Customer made within thirty (30) days after any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data for a period of up to thirty (30) days after such request is received by Workday. After such thirty (30) day period, Workday will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. Additionally, during the Term of the Agreement, Customers can extract data using Workday's standard web services. If Customer requires Workday's assistance, Customer may acquire Workday professional services at Workday's then-current billing rates pursuant to a separately executed Statement of Work and Professional Services Agreement. Customer will determine the scope of the professional services engaged to extract data from the Workday system and as such may increase or decrease Workday's professional services involvement in order to control costs.

9.5 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Workday Obligations"; (ii) Section 3.2 "License Grant"; and (iii) any Order Form(s). All other provisions of this Agreement shall 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. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be 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 shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein 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 shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

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 shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full, except that Customer shall have no right to assign this Agreement to a direct Competitor of Workday. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.6 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.



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10.7 Export. Each party shall comply with the 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 shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

10.8 Miscellaneous. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment, however, no Order Form shall vary sections 2.4, 3.1, 3.4, 3.5, 4, 6, 7, 8, 9, or 10 of this Agreement unless the Order Form clearly states that the parties are agreeing to do so and any such variance shall be effective only with respect to that specific Order Form. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall 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 shall 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 shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. Workday may use Customer's name and logo in lists of customers, on marketing materials and on its website. This Agreement may be executed electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.

11. Definitions.

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control by 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 Master Agreement, including the Workday Production Support and Service Level Availability Policy (as may be updated from time to time), any exhibits or attachments hereto, and any fully executed Order Form.

"Authorized Parties" means Customer's Employees and third party providers authorized to access or receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

"Competitor" means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Workday. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) financial analysts with adequate knowledge of the human resources and/or financials software and services industry (chosen by mutual agreement of the parties) commissioned at Workday's sole expense, shall determine such.

"Confidential Information" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; (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 that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions and pricing of this Agreement (but not its existence or parties).

"Customer Data" means the electronic data or information submitted by Customer or Authorized Parties to the Service.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Employees and Authorized Parties relating to the operation or functionality of the Service, excluding Customer Data.

"Documentation" means Workday's electronic and hardcopy user guide for the Service, which may be updated by Workday from time to time.



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"Employee" means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"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 a respective party.

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

"Order Form" means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.

"Production" means the Customer's or an Employee's use of or Workday's written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"Service" means Workday's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form.

"SLA" means the Workday Production Support and Service Level Availability Policy, which may be updated by Workday from time to time.

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



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IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date.

District Board of Trustees of Broward College, Workday, Inc.
Florida

A. David Cately
Signature

Michael A. Stankey
Michael A. Stankey (Sep 27, 2012)

Signature

J. David Armstrong, Jr.
Name

Michael A. Stankey

Name

President
Title

President & COO

Title

9/27/2012
Date Signed

Sep 27, 2012

Date Signed

Approved as to Legal Form by:

Paula Goldman
Paula Goldman (Sep 27, 2012)

APPROVED AS TO FORM
AND LEGALITY:

Gregory A. Haile
GREGORY A. HAILE



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SECURITY EXHIBIT

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer 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 Customer Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data;
- Protect against accidental loss or destruction of, or damage to, Customer 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 – A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:
 - a) Training on how to implement and comply with its Information Security Program;
 - b) Promoting a culture of security awareness through periodic communications from senior management with employees.

- 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 authorized 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 production data center is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.



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SECURITY EXHIBIT

These controls include:

- a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
 - b) Camera surveillance systems at critical internal and external entry points to the data center;
 - c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
 - d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.
- 4) Security Incident Procedures – A security incident response plan that includes procedures to be followed in the event of any security breach of Customer Data or any security breach of any application or system directly associated with the accessing, processing, storage, communication or transmission of Customer Data.

Such procedures include:

- a) Roles and responsibilities: formation of an internal incident response team with a response leader;
 - b) Investigation: assessing the risk the incident poses and determining who may be affected;
 - c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data in accordance with the Master Agreement;
 - d) Recordkeeping: keeping a permanent record of what was done and by whom to help in later analysis and possible legal action; and
 - e) Audit: conducting and documenting root cause analysis and remediation plan.
- 5) Contingency Planning/Disaster Recovery – 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 Customer Data or production systems that contain Customer Data.

Such procedures include:

- a) Data Backups: A policy for performing periodic backups of production file systems and databases according to a defined schedule;
- b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:
 - i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and



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SECURITY EXHIBIT

- ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
- c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
- 6) Audit Controls –Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports concerning these security requirements.
- 7) Data Integrity – Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data and protect it from disclosure, improper alteration, or destruction.
- 8) Storage and Transmission Security – Technical security measures to guard against unauthorized access to Customer Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data stored on desktops, laptops or other removable storage devices which are housed outside of a secured data center.
- 9) Secure Disposal – Policies and procedures regarding the disposal of tangible property containing Customer Data, taking into account available technology so that Customer 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;
 - b) Defining security roles and responsibilities for individuals with security responsibilities; and
 - c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.
- 11) Testing – Regularly testing of 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.

Such testing includes:

- a) Internal risk assessments;
- b) ISO 27001 certification; and
- c) SAS 70 Type II (or successor standard) audits twice annually.



SECURITY EXHIBIT

- 12) Monitoring – Monitoring the network and production systems, including error logs on servers, disks and security events for any potential problems.

Such monitoring includes:

- a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
- b) Reviewing privileged access to Workday production systems; 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 to production systems, applications, and databases.

Such policies and procedures include:

- a) A process for documenting, testing and approving the promotion of changes into production;
- 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 utilize a third party to conduct web application level security assessments. These assessments generally include testing for:
 - i) Cross-site request forgery
 - ii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iii) XML and SOAP attacks
 - iv) Weak session management
 - v) Data validation flaws and data model constraint inconsistencies
 - vi) Insufficient authentication
 - vii) Insufficient authorization

- 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 Customer 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 Production Support and Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Master Agreement.

1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.5%. Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100 \geq 99.5\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes unavailable due to an unplanned outage in the month
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, four (4) hours for monthly maintenance, four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 10 pm (Eastern) on Fridays; monthly maintenance begins at 2:00 am (Eastern) on Saturday; and quarterly maintenance begins at 6:00 am (Eastern) on Saturday. All times are subject to change upon reasonable notice.

If actual maintenance exceeds the time allotted for Planned Maintenance it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Workday Production Service at the Workday production data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Center.

3. Workday Update Process and Notifications:

Periodically, Workday introduces new features and functionality in a new version of the Workday Service with enhanced functionality across all, or substantially all, Workday modules ("Update"). Prior to an Update, Production customers will be provided with an Update sandbox for testing. Updates will take approximately twenty-four (24) hours to complete which will require the Service to be taken down for some or all of that time (which time shall not be considered an Unplanned Outage). Specific information and timelines for each Update can be found on the Workday Community (<https://community.workday.com>). Updates will be performed during a weekend following any Planned Maintenance. Customers shall provide a named Update Contact, with access to Workday Community, to schedule and manage Customer through its Update process. Workday provides information for managing the Update process on the Workday Community.

Workday currently Updates the Service three (3) times per year but the number of Updates may be increased or decreased by Workday. Workday shall provide notification of and information about Updates beginning at least ninety (90) days prior to providing new Updates in Customer's Update sandbox environment. Such notification shall be made via Workday Community.

Workday Production Support and Service Level Availability Policy (SLA)

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in two (2) seconds or less and (ii) not more than 10% in five (5) seconds or more. Service Response is the processing time of the Workday Production Service in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a response time report not more than once per month via the Customer Center.

5. Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday Production Service in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday Production Service becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday Production Service became unavailable.

Workday will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customer upon its request made via the Customer Center.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday via Workday's Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other commercially reasonable solution to the issue. Case reporting is available on demand via the Workday Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the support issue in accordance with the Workday Severity Level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Response Time is the period from the time the Production case was logged in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

Workday Production Support and Service Level Availability Policy (SLA)

Severity Level 1:

- **Definition:** The Workday Service is unavailable for all users or a Workday issue prevents payroll or tax processing and/or financials quarter-end or year-end close processing.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:

- **Definition:** The Workday Service contains a bug that prevents Customer from executing one or more critical business processes with a significant impact and no workaround exists.
- **Workday Response Commitment:** Workday will respond within one (1) hour of receipt of case.
- **Resolution:** Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- **Customer Response Commitment:** Customer shall remain accessible by phone for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:

- **Definition:** The Workday Service contains a bug that prevents Customer from executing one or more important business processes. A workaround exists but is not optimal.
- **Workday Response Commitment:** Workday will respond within four (4) hours of receipt of case.
- **Resolution:** If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** If the problem has not been resolved within one (1) week, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 4:

- **Definition:** The Workday Service contains an issue that may disrupt important business processes where a workaround is available or functionality is not imperative to Customer's business operations.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution:** If resolution requires a Workday bug fix, Workday will add the bug fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- **Escalation:** None.
- **Customer Response Commitment:** Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

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Customer Care or Operations Request (Severity Level 5):

- **Definition:** Non-system issues such as Named Support Contact change, requests for SLA reports or business documents, etc. Questions about configuration and functionality should be addressed to the Customer Community. If necessary to open a Support case requesting assistance, Severity 5 should be used.
- **Workday Response Commitment:** Workday will respond within twenty-four (24) hours of receipt of case.
- **Resolution Commitment:** Workday will respond to request. Customer will be notified of status changes.
- **Escalation:** None.
- **Customer Commitment:** Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is developed by Workday and under its direct control. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. All announcements surrounding the WWS APIs will be communicated through Workday's Developer Network at www.developer.workday.com.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

11. Service Credits:

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in this SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the Master Agreement or applicable Order Form.

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