



EXECUTIVE SUMMARY

Recommendation that the Broward College District Board of Trustees authorize the contract renewal with Workday Inc. to utilize the Deployment Tenant to perform testing of various release enhancements used by various College departments, utilizing the bid waiver exception for information technology. Fiscal Impact: \$43,200.00 spent over one year (cumulative \$2,615,856.00).

Presenter(s): Raj Mettai, Chief Information Officer

What is the purpose of this contract and why is it needed? This is a yearly subscription for the Workday Deployment Tenant which has been used by Broward College since 2013. It is an additional tenant/environment that is used by departments at the College to perform testing of various release enhancements throughout the year. In addition, any changes to the workflow processes within the system are first implemented in this tenant, and once approved, are moved to production.

Workday Deployment Tenant, Order Form #00461243.0 - 9/17/2024-9/16/2025.

This order form will renew our subscription for Deployment Tenant 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? This is not applicable.

Does this directly or indirectly feed one of the Social Enterprise tactics and how? This is 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: \$43,200.00 from BU202, CC0086, FD100, PG000267. Contract Cumulative \$2,615,856.00

09/17/24

CC0086 · ERP Support

(\$43,200.00)

Raj Mettai
Raj Mettai, Chief Information Officer

7/11/2024

Donald Astrab

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























7/11/2024

APPROVAL PATH: 12247 Workday Deployment Tenant Yearly Subscription (FY2024-2025)

 **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 | 08/20/24 08:30 AM |  Pending | |
| 9 | Electronic Signature(s) | Signatures obtained via DocuSign b | |  Pending | |
| 10 | Natalia Triana-Aristizabal | Contracts Coordinator | |  Pending | |



ORDER FORM # 00461243.0

| | |
|--------------------------------|--|
| Customer Name | District Board of Trustees of Broward College, Florida |
| Workday Entity | Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94068 |
| MSA Effective Date | September 28, 2012 |
| Order Effective Date | The later of the dates beneath the parties' signatures below |
| Order Term | September 17, 2024 through September 16, 2025 |
| Order Term in Months | 12 |
| Currency | USD |
| Total Subscription Fees | 43,200.00 |

| Payment # | Payment Due Date | Payment Amount |
|-----------|--|----------------------|
| 1 | Invoiced upon Order Effective Date, due in accordance with the MSA | USD 43,200.00 |
| | Total Due | USD 43,200.00 |

| SKU | Service | Tenant Name | Cost per Month per Tenant | Deployment Tenant Subscription Fees |
|-----|------------------------------|-----------------|---------------------------|-------------------------------------|
| DT | Deployment Tenant ("Tenant") | browardcollege5 | USD 3,600.00 | USD 43,200.00 |

| Customer Billing Contact Information, In Care of | |
|--|---------------------------------|
| Contact Name | James Jones |
| Street Address | 6400 NW 6th Way, FI 2 |
| City/Town, State/Province, Zip/Post Code | Fort Lauderdale, Florida, 33309 |
| Country | United States |
| Phone/Fax # | 5616137333 |
| Email (required) | jjones15@broward.edu |
| Internal Reference or PO | |

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

[The remainder of this page is intentionally left blank. Signature page follows.]



IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the **Order Effective Date**, defined above.

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

Workday, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



**ADDENDUM A
ADDITIONAL ORDER FORM TERMS – DEPLOYMENT TENANTS**

Other Terms. All Tenant Management requests must be logged via the Workday Case Management System. The Tenant may be “refreshed” during the next appropriate Workday scheduled maintenance window after having first logged such request in the Case Management System. Please note that there are periods of time when the Tenant will be unavailable outside the standard maintenance windows. Refer to the Calendar in the Workday Community for details. Deployments Tenants are for non-Production use only and are intended solely for planning, testing and training purposes. This Order Form will automatically terminate upon termination or expiration of the MSA. All fees hereunder are non-cancelable and non-refundable and cannot be used as a credit toward any other fees due to Workday. If the fees due hereunder are not paid when due, Workday may suspend Customer’s access to Deployment Tenants upon thirty (30) days prior written notice unless full payment is made within the notice period.



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



00249605.0 - Confidential and Proprietary



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

Workday, Inc.

DocuSigned by:
Tony Casciotta
DSZZA73D4F5B4F8...

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

Signature

Signature

Tony Casciotta

Michael Magaro

Name

Name

VP of IT

Senior Vice President, Business Finance

Title

Title

4/9/2021

Apr 12, 2021

Date Signed

Date Signed

Approved as to Legal Form by:

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

**ORDER FORM # 00412224.0**

| | |
|--------------------------------|--|
| Customer Name | District Board of Trustees of Broward College, Florida |
| Workday Entity | Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94068 |
| MSA Effective Date | September 28, 2012 |
| Order Effective Date | The later of the dates beneath the parties' signatures below |
| Order Term | September 17, 2023 through September 16, 2024 |
| Order Term in Months | 12 |
| Currency | USD |
| Total Subscription Fees | 43,200.00 |

| Payment # | Payment Due Date | Payment Amount |
|------------------|--|-----------------------|
| 1 | Invoiced upon Order Effective Date, due in accordance with the MSA | USD 43,200.00 |
| | Total Due | USD 43,200.00 |

| SKU | Service | Tenant Name | Cost per Month per Tenant | Deployment Tenant Subscription Fees |
|------------|------------------------------|--------------------|----------------------------------|--|
| DT | Deployment Tenant ("Tenant") | browardcollege5 | USD 3,600.00 | USD 43,200.00 |

| Customer Billing Contact Information, In Care of | |
|---|---------------------------------|
| Contact Name | James Jones |
| Street Address | 6400 NW 6th Way, Fl 2 |
| City/Town, State/Province, Zip/Post Code | Fort Lauderdale, Florida, 33309 |
| Country | United States |
| Phone/Fax # | 5616137333 |
| Email (required) | jjones15@broward.edu |
| Internal Reference or PO | |

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. In the event of a conflict, the provisions of this Order Form take precedence over the MSA and its exhibits and attachments. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

[The remainder of this page is intentionally left blank. Signature page follows.]





IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the **Order Effective Date**, defined above.

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

Workday, Inc.

DocuSigned by:
Jeffrey Nasse

Kathy Rantz

Kathy Rantz (Sep 7, 2023 09:24 PDT)

Signature

Signature

Jeffrey Nasse

Kathy Rantz

Name

Name

Provost & SVP Academic Affairs

Manager

Title

Title

9/5/2023

Sep 7, 2023

Date Signed

Date Signed





**ADDENDUM A
ADDITIONAL ORDER FORM TERMS – DEPLOYMENT TENANTS**

Other Terms. All Tenant Management requests must be logged via the Workday Case Management System. The Tenant may be “refreshed” during the next appropriate Workday scheduled maintenance window after having first logged such request in the Case Management System. Please note that there are periods of time when the Tenant will be unavailable outside the standard maintenance windows. Refer to the Calendar in the Workday Community for details. Deployments Tenants are for non-Production use only and are intended solely for planning, testing and training purposes. This Order Form will automatically terminate upon termination or expiration of the MSA. All fees hereunder are non-cancelable and non-refundable and cannot be used as a credit toward any other fees due to Workday. If the fees due hereunder are not paid when due, Workday may suspend Customer’s access to Deployment Tenants upon thirty (30) days prior written notice unless full payment is made within the notice period.





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*



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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

Workday, Inc.

Phil Wilmington (Apr 30, 2016)

Signature
Phil Wilmington

| | |
|------------------------------|--------------|
| Name | Name |
| SVP, Administrative Services | Co-President |
| Title | Title |
| 4/29/2016 | Apr 30, 2016 |
| Date Signed | Date Signed |

Approved as to Legal Form by:

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

Paula Goldman (Apr 29, 2016)



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WORKDAY SLA SERVICE CREDIT EXHIBIT

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the affected Service
- c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the affected Service
- d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the affected Service
- e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the affected Service
- f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the affected Service
- g. More than six consecutive months: Within thirty (30) days of such failure either party shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.



00104030.0 - Proprietary and Confidential

**ORDER FORM # 00104030.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)
(WORKDAY STUDENT)**

| | |
|---|--|
| Customer Name | District Board of Trustees of Broward College, Florida |
| MSA Effective Date | September 28, 2012 |
| Order Effective Date | April 30, 2016 |
| Order Term | April 30, 2016 through June 30, 2021 |
| Order Term in Months | 62 |
| Currency | USD |
| Total Subscription Fee | 3,712,099 |
| Less Prepaid Unearned Fees Under OF #7 | (95,663) |
| Net Subscription Fee | 3,616,436 |

Whereas, the parties have agreed to enter into this Order Form #104030 which shall, as of the commencement of the Order Term Start Date stated above, serve to supersede and replace Order Form #7 between the parties dated June 25, 2013. Now therefore, as of the commencement of the Order Term Start Date, OF#7 is hereby terminated with no further force or effect and all use by Customer of the Service described herein for the Order Term is covered only by this OF#104030 and the Agreement.

| Payment # | Payment Due Date | Payment Amount |
|------------------|--|-----------------------|
| 1 | Invoiced upon Order Effective Date, due in accordance with the MSA | 904,108 |
| 2 | July 1, 2017 | 678,082 |
| 3 | July 1, 2018 | 678,082 |
| 4 | July 1, 2019 | 678,082 |
| 5 | July 1, 2020 | 678,082 |
| | Total Subscription Fees | 3,616,436 |

| SKU | Service | Permitted FTE Students |
|------------|--|-------------------------------|
| WSS | Student System <i>The following components are generally available as of the Order Effective Date:</i> Student Recruiting Academic Foundation Admissions <i>The following components will be provided if and when available:</i> Student Records Academic Advising Financial Aid Student Financials (formerly Student Accounts) Student Portfolio Faculty Portfolio Student Retention Institutional Effectiveness | 30,835 |

| |
|--------------------------------|
| Annual Operating Budget |
| \$237,000,000 |



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| Annual Subscription Fee per Additional FTE Student | Fee |
|--|-------|
| WSS | 28.00 |

| Translations | Number of Languages |
|------------------------|---------------------|
| Number of Translations | U.S. English only |

| Customer Contact Information | Billing |
|---|---|
| Contact Name | Patti Barney |
| Street Address | 6400 NW 6th Way |
| City/Town, State/Region/County, Zip/Post Code, Country | Fort Lauderdale FL 33309 United States |
| Phone/Fax # | 954-201-5523 |
| Email (required) | pbarney@broward.edu |

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the **“Order Effective Date”** defined above.

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

Workday, Inc.

DocuSigned by:

Signature
04126744E088457...

Phil Wilmington (Apr 30, 2016)

Thomas W. Olliff

Phil Wilmington

Name

Name

SVP, Administrative Services

Co-President

Title

Title

4/29/2016

Apr 30, 2016

Date Signed

Date Signed

DocuSigned by:
APPROVED AS TO FORM AND LEGALITY:

GREGORY A. HALE, ESQ.
04210120D8624C8...



ADDENDUM A

ADDITIONAL ORDER FORM TERMS

- 1. General.** Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the “**Agreement**”). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to “Annual” or “Year” in this Order Form means each consecutive 12-month period during the Order Term. The “Service” licensed to Customer hereunder is limited to that listed on this Order Form. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Full Time Equivalent Students (“**FTE Students**”). The Service is provided in U.S. English only. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in this Order Form to the extent Workday has translated portions of the Service into other languages (*if and when available*), and the same languages must be used for all Service applications subscribed to. The rights for the number of FTE Students set forth on this Order Form cannot be decreased during the Order Term. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation. In all places in the Agreement where the term “Authorized Parties” is used, it is agreed that Authorized Parties for use of Workday Student can include enrolled students of Customer, prospective students, applicants, parents of students, parents of applicants, former students, and alumni. The counting of FTE Students as described in Section 2 below includes only enrolled students and does not include prospective students, applicants, parents, former students, or alumni.
- 2. FTE Students and Growth.** The number of FTE Students for which the Service may be used by Customer and which is the basis for calculation of the Subscription Fee is as set forth in this Order Form. The number of FTE Students is calculated by first multiplying the number of students in each category of students (as defined below) by the applicable percentage rate specified below and then adding the resulting numbers for each category of student together for a total sum.

Sample Total FTE Student Calculation:

| Student Category | Applicable Number | Applicable Percentage | FTE Student Calculation |
|---|-------------------|-----------------------|-------------------------|
| Full Time Equivalent Students reported to IPEDS | 20,000 | 100% | 20,000 |
| Students not reported to IPEDS | 20,000 | 25% | 5,000 |
| Total | 40,000 | | 25,000 |

“**Full Time Equivalent Students reported to IPEDS**” is the total of the Full Time Equivalent Students most recently reported to the United States Department of Education through the IPEDS survey, utilizing the higher of the IPEDS FTE calculated using the instructional hours and full-time and part-time reporting methods calculation for IPEDS FTE. In the event that the IPEDS report is discontinued or Customer ceases reporting to IPEDS, Full Time Equivalent Students reported to IPEDS shall be calculated for all students who are physically present at Customer’s facilities or enrolled in a degree-seeking course with instructional hours by utilizing the most recent instructional hours IPEDS FTE calculation.

“**Students not reported to IPEDS**” is the total of individual students whose records are in active status in the Service and who are not included in the IPEDS reporting.

Information related to prospective students, applicants, parents, former students, and alumni in the form of static, historical records may be maintained in the Service but shall be excluded from the calculation of FTE Students unless self-service access to the record through the Service is provided to the individual.

Customer may increase the permitted number of FTE Students during the Order Term (each an “**Additional FTE Student**”) by providing written notice to Workday and paying Workday a Subscription Fee for Additional



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FTE Students for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31st each year, Customer must report to Workday the actual number of FTE Students (calculated as described above) as of October 15th. If the actual number of FTE Students is higher than the number of permitted FTE Students stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FTE Students for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FTE Students is calculated by multiplying the increase in the number of FTE Students by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FTE Students falls below the stated number of permitted FTE Students. Subscription Fees for Additional FTE Students are due within thirty (30) days of the invoice date. In the event Customer’s actual number of FTE Worker records in the Service has increased by ten percent (10%) or more over the Baseline FTE Count as stated in this Order Form, Customer will have an annual option to reduce the annual rates for Additional FTE Workers to reflect a discount on the fees for Additional FTE Workers for the then current subscription year per the table below (“Annual Option”). Customer must request the Annual Option for the applicable discount to apply and the discount will not be retroactively applied to any growth Order Form executed prior to such requests. An Order Form will be required for FTE Student increases.

| Growth over Baseline (%) | Discount (%) |
|--------------------------|--------------|
| 10%-19.99% | 2% |
| 20%-29.99% | 4% |
| 30%-39.99% | 6% |
| 40%-49.99% | 8% |
| 50% or more | 10% |

- 3. Order Term.** The Total Subscription Fee for the Order Term is a fixed program fee and is non-cancelable. Customer is not obligated to renew. The Renewal Term and the Subscription Fees due during the Renewal Term (“**Renewal Subscription Fees**”) will be documented with a new Order Form. Renewal Fees are due by the first day of the Renewal Term to ensure continuous Service.
- 4. Renewal.** By providing written notice to Workday at least ninety (90) days prior to the end of the Order Term, Customer may elect to continue use of Workday Student by renewing this Order Form for a single five-year renewal term beginning at the end of the Order Term (with each 12-month period in the renewal term referred to as a “**Renewal Year**”) at the stated annual rate:

| Annual period beginning at the end of the Order Term (each a Renewal Year) | Applicable Annual Renewal Subscription Fees (based on an increase of 2% plus CPI per year) |
|--|--|
| Renewal Year 1 | Base Subscription Fee x (1.02 + CPI) |
| Renewal Year 2 | Renewal Year 1 Subscription Fee x (1.02 + CPI) |
| Renewal Year 3 | Renewal Year 2 Subscription Fee x (1.02 + CPI) |
| Renewal Year 4 | Renewal Year 2 Subscription Fee x (1.02 + CPI) |
| Renewal Year 5 | Renewal Year 2 Subscription Fee x (1.02 + CPI) |

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated is the total Subscription Fee for the Order Term’s final year (\$790,533). The Annual Renewal Subscription Fees listed above cover only the number of FTE Students set forth in this Order Form. In addition to the Annual Renewal Subscription Fees, Customer will pay any applicable Subscription Fees for Additional FTE Students pursuant to Section 2 above. For the Renewal Term, the Subscription Fee per Additional FTE Student rate will be the average of the increased annual rate for the Renewal Years (reflecting the same percentage rate that the annual Subscription Fee increased from the Base Subscription Fee for the corresponding Renewal Year as shown in the table above but taken as an average to be applicable for the entire Renewal Term). Fees for each Renewal Year are due by the first day of the corresponding Renewal Year. Renewals will be documented with a new Order Form, which will include pricing for any additional FTE Students.



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“CPI” means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

5. **Service Credits.** Workday will provide SLA Service Credits as set forth in the Agreement.
6. **Some Student Components Not Generally Available.** Except as specified on page 1 of this Order Form, Workday Student is not generally available. Workday Student is not required to use any other Workday Service application subscribed to by Customer. Workday Student, if and when available, will be provided in U.S. English only and no language translations will be available. Customer may use only the generally available components of Student for Production purposes. The date of each component’s general availability for Production use will be communicated via Workday’s standard communication methods. Official names for Workday Student and its components may change. Customer is entitled to the functionality indicated by the specific components listed in this Order Form, regardless of name changes. Workday may introduce additional components that will be sold separately for additional fees; the subscription to Student does not include those additional, separately sold and priced components. If Workday divides the components listed herein into separate SKUs, Customer shall receive the rights to use such separate SKUs at no additional fee. A separate Order Form may be required to document such changes. Notwithstanding the foregoing, Customer shall not receive the rights to any new or separate components of the Service that were not a part of the Service listed on this Order Form and for which Workday charges its customers an additional fee. If any other Workday applications, or portions thereof, are identified by Workday as necessary for use of Workday Student, Customer’s use of such application(s) shall be strictly limited to those features designated by Workday as necessary for use of the Workday Student unless Customer acquires a full-use license for such application(s).



00104120.0 - Confidential

**ORDER FORM # 00104120.0
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

| | |
|--|--|
| Customer Name | District Board of Trustees of Broward College, Florida |
| MSA Effective Date | September 28, 2012 |
| Order Effective Date | April 30, 2016 |
| Order Term | April 30, 2016 through June 30, 2021 |
| Order Term in Months | 62 |
| Currency | USD |
| Total Subscription Fee | 3,549,589 |
| Less Prepaid Unearned Fees Under OF #1, OF #5, OF #6, and OF #9 | (284,445) |
| Net Subscription Fee | 3,265,144 |

Whereas, the parties have agreed to enter into this Order Form #104120 which shall, as of the commencement of the Order Term Start Date stated above, serve to supersede and replace Order Form #1 between the parties dated September 27, 2012, Order Form #5 between the parties dated June 25, 2013, Order Form #6 between the parties dated June 25, 2013, and Order Form #9 between the parties dated December 19, 2014. Now therefore, as of the commencement of the Order Term Start Date, OF#1, OF#5, OF #6 and OF #9 are hereby terminated with no further force or effect and all use by Customer of the Service described herein for the Order Term is covered only by this OF#104120 and the Agreement.

| Payment # | Payment Due Date | Payment Amount |
|-----------|--|------------------|
| 1 | Invoiced upon Order Effective Date, due in accordance with the MSA | 737,292 |
| 2 | July 1, 2017 | 631,963 |
| 3 | July 1, 2018 | 631,963 |
| 4 | July 1, 2019 | 631,963 |
| 5 | July 1, 2020 | 631,963 |
| | Total Subscription Fees | 3,265,144 |

| SKU | Service | Permitted FSE Workers |
|------|----------------------------------|-----------------------|
| HCM | Human Capital Management | 1,813 |
| USP | Payroll for United States | |
| FIN | Core Financials | |
| PRO | Procurement | |
| EXP | Expenses | |
| TT | Time Tracking | |
| GM | Grants Management | |
| IAT | Talent Insights | |
| REC | Recruiting | |
| PLN | Planning (if and when available) | |
| PRJT | Projects | |
| PB | Project Billing | |

**Projects was previously included with HCM.*

***Project Billing was previously included with FIN.*

| Annual Subscription Fees for Additional FSE Workers | Fees |
|---|--------|
| HCM, USP, FIN, PRO, EXP, TT, GM, IAT, REC, PLN (combined) | 407.00 |

| Translations | Number of Languages |
|------------------------|---------------------|
| Number of Translations | None |

| Number of Named Support Contacts | |
|----------------------------------|---|
| | 4 |



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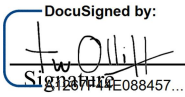
| Customer Contact Information | Billing | Customer Support |
|--|---|---|
| Contact Name | Patti Barney | Patti Barney |
| Street Address | 6400 NW 6th Way | 6400 NW 6th Way |
| City/Town, State/Region/County, Zip/Post Code, Country | Fort Lauderdale FL 33309 United States | Fort Lauderdale FL 33309 United States |
| Phone/Fax # | 954-201-5523 | 954-201-5523 |
| Email (required) | pbarney@broward.edu | pbarney@broward.edu |


This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced MSA and in Addendum A attached hereto. Customer is purchasing the Service that is currently available. Planning is not generally available and is not required to use any other Workday Service application subscribed to by Customer. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@workday.com.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date, defined above.

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

Workday, Inc.

DocuSigned by:

 Signature ID: E088457...


 Phil Wilmington (Apr 30, 2016)
 Signature

Thomas W. Olliff

Phil Wilmington

Name

Name

SVP, Administrative Services

Co-President

Title

Title

4/29/2016

Apr 30, 2016

Date Signed

Date Signed

DocuSigned by:
 APPROVED AS TO FORM AND LEGALITY:

 GREGORY A. HALE, ESQ.
 04210120D8624C8...



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**ADDENDUM A
ADDITIONAL ORDER FORM TERMS**

1. General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the referenced MSA between Workday and Customer (the “Agreement”). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to “Annual” or “Year” in this Order Form mean the consecutive 12-month period during the Order Term. The “Service” licensed to Customer hereunder is limited to that listed on the Order Form and the number of Employees shown. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Employees. The Service is provided in U.S. English. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in this Order Form to the extent Workday has translated portions of the Service into other languages (if and when available), and the same languages must be used for all Service applications subscribed to. The rights for the number of Employees set forth on this Order Form cannot be decreased during the Order Term. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation. USP is limited to use in the United States. CP is limited to use in Canada. CCB is limited to use in the United States and Canada. UKP is limited to use in the United Kingdom. FP (if and when available) is limited for use in France.

2. FSE Workers and Growth. The maximum number of Full-Service Equivalent Workers (“FSE Workers”) for which the Service may be used by Customer and which are included in the Subscription Fee is as set forth in this Order Form. The number of FSE Workers is calculated by first multiplying the number of workers in each category of workers by the applicable percentage rate specified below and then adding the resulting numbers for each category of worker together for a total sum.

Sample Total FSE Worker Calculation:

| Worker Category | Applicable Number | Applicable Percentage | FSE Worker Calculation |
|----------------------------|--------------------------|------------------------------|-------------------------------|
| Full-Time Employees | 1,300 | 100.0% | 1,300 |
| Part-Time Employees | 1,800 | 25.0% | 450 |
| Associates | 500 | 12.5% | 63 |
| Former Workers with Access | 0 | 2.5% | 0 |
| Totals: | 3,600 | | 1,813 |

The Service may be used by Customer only for the following categories of Employees/Workers:

“**Full-Time Employee**” means: (a) for Employees reported to the Integrated Postsecondary Education Data System (“IPEDS”), a full-time employee (faculty and other staff) as reported by Customer to IPEDS annually in the fall; and (b) for Employees not reported to IPEDS, an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“**Part-Time Employee**” means: (a) for Employees reported to IPEDS, a part-time employee (faculty and other staff) as reported by Customer to the IPEDS annually in the fall; and (b) for Employees not reported to IPEDS, an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

“**Associate**” means an individual not counted as a Full-Time Employee or Part-Time Employee but in one of the following categories: temporary employees, student workers, visiting academics, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.



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“Former Worker With Access” is a former worker (Employee or Associate) that continues to have access to the Service through the Employee Self-Service features.

Information related to former employees, students, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the Service but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

Customer may increase the permitted number of FSE Workers during the Order Term (each an “Additional FSE Worker”) by providing written notice to Workday and paying Workday a Subscription Fee for Additional FSE Workers for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31st each year, Customer must report to Workday the actual number of FSE Workers as of October 15th and specify the number in each worker category. If the actual number of FSE Workers is higher than the number of permitted FSE Workers stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FSE Workers for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FSE Workers is calculated by multiplying the increase in the number of FSE Workers for each particular Service category by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FSE Workers falls below the stated number of permitted FSE Workers. Subscription Fees for Additional FSE Workers are due within thirty (30) days of the invoice date. In the event Customer’s actual number of FSE Worker records in the Service has increased by ten percent (10%) or more over the Baseline FSE Count as stated in this Order Form, Customer will have an annual option to reduce the annual rates for Additional FSE Workers to reflect a discount on the fees for Additional FSE Workers for the then current subscription year per the table below (“Annual Option”). Customer must request the Annual Option for the applicable discount to apply and the discount will not be retroactively applied to any growth Order Form executed prior to such requests. An Order Form will be required for FSE Worker increases.

| Growth over Baseline (%) | Discount (%) |
|--------------------------|--------------|
| 10%-19.99% | 2% |
| 20%-29.99% | 4% |
| 30%-39.99% | 6% |
| 40%-49.99% | 8% |
| 50% or more | 10% |

3. Renewal. By providing written notice to Workday prior to the end of the Order Term, Customer may elect to continue use of the Service by renewing this Order Form for a single five-year renewal term beginning at the end of the Order Term (“Renewal Term”) at the stated rate(s):

| Annual period beginning at the end of the Order Term (each a Renewal Year) | Applicable Annual Renewal Subscription Fees (based on an increase of 2% plus CPI per year) |
|--|--|
| Renewal Year 1 | Base Subscription Fee x (1.02 + CPI) |
| Renewal Year 2 | Renewal Year 1 Subscription Fee x (1.02 + CPI) |
| Renewal Year 3 | Renewal Year 2 Subscription Fee x (1.02 + CPI) |
| Renewal Year 4 | Renewal Year 3 Subscription Fee x (1.02 + CPI) |
| Renewal Year 5 | Renewal Year 4 Subscription Fee x (1.02 + CPI) |

The Base Subscription Fee upon which the Annual Renewal Subscription Fee is calculated is \$738,322. The Base Subscription Fee covers only the number of FSE Workers in the Baseline FSE Count set forth on this Order Form. In addition to the Annual Renewal Subscription Fees, Customer will pay any applicable Subscription Fees for Additional FSE Workers for each Renewal Year based on the number of FSE Workers as of the FSE Count Date just prior to the start of the applicable Renewal Term. For the Renewal Term, the Subscription Fee per Additional FSE Worker rate will be the average of the increased annual rate for the Renewal Years (reflecting the same percentage rate that the annual Subscription Fee increased from the Base Subscription Fee for the corresponding Renewal Year as shown in the table above but taken as an average to be applicable for the entire Renewal Term).



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Fees for each Renewal Year are due by the first day of the corresponding Renewal Year. Renewals will be documented with a new Order Form.

“CPI” means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

4. Service Credits. Workday will provide SLA Service Credits as set forth in the Agreement.

5. Option to Acquire Workday Learning. At any time prior to the date twelve (12) months after the Workday learning management service application SKU becomes generally available (“Option Expiration Date”), Customer may acquire a subscription for the such learning management service application SKU at an annual subscription fee rate of forty-five (45%) below Workday’s then-current commercial list price. Any standard applicable terms of subscription for the Service applications acquired will apply. If Customer elects to exercise its option under this section, Customer will provide Workday with written notice by the Option Expiration Date and a separate Order Form, with an order term start date on or before the Option Expiration Date, will be used to formally document the subscription. Customer understands that the Workday learning management service application is not generally available as of the Order Effective Date and the naming, pricing and functional description for Workday’s learning management service application is not yet finalized, and any option to acquire such Service application will apply only if and when such application becomes generally available.

6. Insight Applications. Customer may use the Insight Applications subscribed to under this Order Form (including Insights Foundation, formerly known as Big Data Analytics) solely to store and analyze data for the internal business purposes of Customer and its Affiliates if the Affiliate’s Employees are included in the number of Permitted FSE Workers in a current Order Form for HCM. Customer may utilize third party data (including data services which Workday may make available in the future) with Insight Applications but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer’s use of such data is in compliance with the data provider’s terms of use and applicable Laws. Insight Applications are not in scope for Workday’s third party audit reports published as of the Order Effective Date (i.e., SOC1, SOC2, ISO Certification). Insight Applications will be included in the scope of Workday’s audit reports issued after the date they are used in Production and will be subject to the controls as described in the applicable report(s).

7. Option to Acquire One Additional Insight Application. At any time during the Order Term, Customer may acquire a subscription for a second Insight Application, if and when available, at an annual subscription fee rate of **\$0**. Any standard applicable terms of subscription for the Insight Application acquired will apply. The term of such subscription will align with the Term of this Order Form. If Customer elects to exercise its option under this section, Customer will provide Workday with written notice and a separate Order Form will be used to formally document the subscription. Customer understands that no additional Insight Applications are generally available as of the Order Effective Date, the naming and functional description for additional Insight Applications is not yet finalized, and any option to acquire an additional Insight Application will apply only if and when such application becomes generally available



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ADDENDUM B WORKDAY SERVICE SKU DESCRIPTIONS

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

Human Capital Management

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

Cloud Connect for Benefits

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

Workday Payroll for US

Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Workday Payroll for Canada

Workday Payroll for Canada supports the creation and management of Payroll for Canadian employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, income withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Create record of employment data. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

Workday Payroll for the United Kingdom

Workday Payroll for the United Kingdom supports the creation and management of Payroll for United Kingdom employees. Configure earnings, deductions, accumulations, and balances. Manage worker payment elections and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Identify company tax data. Manage worker tax, national insurance, student loan and court order deductions and statutory payments associated to birth and adoption. Manage standard employee tax reporting including RTI.

Workday Payroll for France – if and when available

Workday Payroll for France supports the creation and management of Payroll for French employees. Configure earnings, deductions, accumulations, and balances. Calculate, review/audit, and complete payrolls and settlement runs. Manage URSSAF, pôle emploi and ARRCO-AGIRC contributions, loans and advances, and withholding orders deductions. Create and manage Healthcare/Disability/Contingency “Prévoyance” contributions. Manage DSN reporting.

Cloud Connect for Third-Party Payroll

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).



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Time Tracking

Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

Projects

Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

Project Billing

Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

Expenses

Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Procurement

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

Inventory

Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

Core Financials

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

Grants Management

Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

Planning - if and when available

Workday Planning enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes. Workday Planning includes the ability to create baseline budgets, planning models, and forecast scenarios.



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Recruiting

Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

Talent Insights

Talent Insights is an analytics application to give insight into your people with one or more use cases and/or scorecards that are subject to change at Workday's sole discretion. Talent Insights includes Insights Foundation which is an analytics platform for combining Workday data with data from multiple non-Workday data sources of various types, sizes or volume to provide business insight. Insights Foundation includes a data repository for storage of data and tools for data exploration and analysis.



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



Confidential

MASTER SUBSCRIPTION AGREEMENT

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 from 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 Armstrong, Jr.
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.



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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.

Workday Production Support and Service Level Availability Policy (SLA)

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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