



SIGNATURE DOCUMENT - PSA

Documents	Agreement Number
Professional Services Agreement (v20181201)	Agreement #:
*Statement of Work	Agreement #:

**Add related agreement number*

By executing this document (“**Signature Document**”), the undersigned agree they are duly authorised signatories and all documents listed in the above table are entered into between the parties, effective as of the later of the dates beneath the parties’ signatures below (“**Effective Date**”). References to Signature Document and Effective Date in the Professional Services Agreement shall mean those terms as defined in the preceding sentence.

Customer	Workday Limited
	Registration number: 521013 The King’s Building May Lane Dublin 7 Ireland
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement, effective as of the Effective Date set out in the Signature Document, is between **Workday Limited**, a private limited company organised and existing under the laws of Ireland (registration number 521013), with its registered office at The King's Building, May Lane, Dublin 7, Ireland ("**Workday**") and the legal entity signing the Signature Document ("**Customer**"). The parties agree as follows:

1. Professional Services. Workday shall perform the services as set out in each SOW ("**Professional Services**").

2. Fees and Expenses.

2.1 Invoices & Payment. Customer shall pay Professional Services Fees at the rates set forth in the applicable SOW. Professional Services Fees and all other fees due hereunder will be invoiced to Customer in its country of residence and payment will be remitted by Customer from within its country of residence. Except as otherwise set forth in a SOW, all fees shall be due and payable within thirty (30) days of invoice date, except fees subject to reasonable and good faith dispute. Workday shall email Customer invoices to Customer within two business days of the date of the invoice. All fees are quoted and payable in Euros (€). Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday's request, Customer will make payments via electronic bank transfer. Except as specifically set forth to the contrary under Clause 6.1 and Clause 7, or under the applicable SOW, all Professional Services Fees in respect of Professional Services actually provided to Customer are non-cancellable and non-refundable, and cannot be used as a credit toward any other amounts due to Workday. Any payment not received from Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute) late payment interest equal to the current statutory interest rate and shall be subject to a fixed sum to cover recovery costs of forty (40) Euros minimum.

2.2 Expenses. If travel is required for Professional Services performed on-site, Customer shall reimburse Workday for all reasonable and necessary travel and living expenses incurred by Workday in accordance with the Workday Travel and Expense Policy. Upon Customer's written request, Workday will submit supporting expense documentation and copies of receipts to Customer.

2.3 Suspension for Non-Payment. Except for fees subject to a reasonable and good faith dispute, if a payment is more than ninety (90) days past due and Workday has provided at least thirty (30) day's written notice to Customer, Workday may suspend the Professional Services to Customer, without liability to Customer, until such amounts are paid in full.

2.4 Taxes. All fees invoiced pursuant to this Agreement and any Order Form do not include, and may not be reduced to account for, any taxes, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes or similar taxes (collectively "**Taxes**"). Customer will self-assess and remit all value added taxes payable as required by applicable Law of Germany. Customer is responsible for paying all Taxes imposed on the Professional Services or any other services provided under this Agreement.

3. Ownership and Licenses. All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing Professional Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other IP rights pertaining thereto (together the "**Workday IP**") vests in Workday. Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein. Subject to the foregoing, Workday grants Customer a royalty-free, non-exclusive, non-transferable licence to access and to use any Workday IP incorporated into a Deliverable solely for its internal purposes in connection with authorised use of the Workday Service. All Customer Confidential Information, and all Professional Services Data supplied by or Professional Services Data input by Customer or Customer authorised third parties, shall be, and remain, the property of Customer. Subject to Workday's underlying IP rights, all right, title and interest in any Custom Integration developed solely by Customer shall vest in Customer.

4. Confidentiality. Each party (a "**Recipient**") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) to not disclose or

use any Confidential Information of the other party (a "**Discloser**") except as reasonably necessary to perform Recipient's obligations or exercise Recipient's rights pursuant to this Agreement or with the Discloser's prior written permission. Either party may disclose Confidential Information on a need to know basis to its Affiliates, officers, directors, agents, employees, contractors, consultants, financial and legal advisors and service providers who have a need to know such Confidential Information and who are bound by confidentiality obligations at least as restrictive as those in this Clause. Where and to the extent required by Law, Recipient's disclosure of Discloser's Confidential Information shall not be considered a breach of this Agreement provided that Recipient promptly provides Discloser with prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. Discloser shall have the right to seek injunctive relief in respect of any breach or threatened breach of this Clause, it being acknowledged by the parties that other remedies may be inadequate.

5. Processing and Security.

5.1 Protection and Security. Workday shall maintain a security programme materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Professional Services Data; (ii) protect against threats or hazards to the security or integrity of Professional Services Data; and (iii) prevent unauthorised access to Professional Services Data. Such security programme will conform to the Security Exhibit. In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in the Security Exhibit. Personal Data will only be processed in accordance with the applicable terms of the DPE.

5.2 Unauthorised Disclosure. If either party becomes aware of a Security Breach, such party must promptly, but in no event later than forty-eight (48) hours (or any shorter period as may be required by Law) notify the other party, unless legally prohibited from doing so. Additionally, each party will reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any such Security Breach, Workday shall conduct a root cause analysis and, upon request, will share the results of its analysis and its remediation plan with Customer.

6. Warranties, Remedies and Disclaimer.

6.1 Warranties and Remedies. 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 including, but not limited to data protection and privacy, international communications and the transmission of technical or personal data. Workday warrants that: (i) it will perform the Professional Services with reasonable skill and care; and (ii) the professional staff it assigns to perform Professional Services are and at all times will be competent and properly qualified to perform the Professional Services. In the event of a breach of the warranties set out herein, Workday shall correct deficiencies at no additional charge to Customer, provided Customer gives Workday written notice of any such deficiencies within sixty (60) days of delivery by Workday. In the event Workday is unable to correct such deficiencies after good-faith efforts, and at a commercially reasonable cost, Workday shall refund Customer prorated amounts paid for the defective portion of the Professional Services. The remedies set forth in this Clause shall be Customer's exclusive remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this Agreement, in which case Customer may terminate this Agreement in accordance with Clause 9.2. Customer's right to immediately terminate this Agreement for cause remains unaffected by this Clause 6.1.

6.2 Disclaimer. Workday does not warrant that the Professional Services and/or Deliverables will be error free or uninterrupted. The Professional Services provided by Workday are advisory only and no specific result is assured or guaranteed. The limited warranties provided herein are the sole and exclusive warranties provided to Customer in connection with the provision of the Professional Services and Deliverables.

7. IP Indemnification. Workday shall defend Customer, at Workday's expense, from claims, demands, actions, or proceedings made or brought against Customer or its Affiliates by a third party ("**Claim(s)**") alleging that the use of any Deliverable as provided to Customer under this Agreement or any SOW hereto and used in accordance with this Agreement and Documentation, infringes any IP rights of a third party and Workday shall indemnify and hold Customer and its Affiliates harmless against any loss,

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damage or costs finally awarded or entered into in settlement (including, without limitation, reasonable legal fees) (collectively, “**Losses**”); provided that Customer: (a) promptly gives written notice of the Claim to Workday (although a delay of notice will not relieve Workday of its obligations under this Clause except to the extent that Workday is prejudiced by such delay); (b) gives Workday sole control of the defence and settlement of the Claim (although Workday may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday’s cost, all reasonable assistance. Workday shall have no liability for Claims or Losses to the extent arising from: (i) modification of a Deliverable made by anyone other than Workday, (ii) use of a Deliverable in a manner inconsistent with this Agreement; or (iii) use of a Deliverable in combination with any other product or service not provided by Workday. If Customer is prevented from using the Deliverable or Workday reasonably believes it will be prevented, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then this Agreement may be terminated at either party’s option and Workday’s sole liability, in addition to the indemnification obligations herein, shall be to provide a pro-rata refund of fees paid by Customer for the deficient portion of such Deliverable.

8. Liability.

8.1. Limitation. The parties are liable without limitation with respect to: (i) death or personal injury; (ii) fraud or fraudulent misrepresentation or willful intent or gross negligence; (iii) Workday’s indemnification obligations in Clause 7; (iv) Workday’s remediation obligations in Clause 8.3; (v) either party’s infringement or misappropriation of the other party’s IP rights; and (vi) Customer’s payment obligations.

8.2. Liability Cap. With the exception of Clause 8.1 in no event shall: (a) either party’s (or its respective Affiliates, which in the case of Workday, includes any Workday third party licensors) maximum liability, regardless of the form of action arising out of or related to an SOW in any twelve (12) month period, exceed the total amount of the Professional Services Fees paid or payable by Customer during such twelve (12) month period; and (b) Workday’s maximum liability for its breach of this Agreement (including the DPE) resulting in the unauthorised disclosure of Professional Services Data, or breach of its security, privacy and/or confidentiality obligations under this Agreement, exceed three (3) times the total amount of the Professional Services Fees paid or payable by Customer under the first SOW entered into by the parties under this Agreement.

8.3 Workday Remediation Obligations. If unauthorised disclosure of or access to Personal Data is caused by Workday’s breach of its security or privacy obligations relating to the processing of Personal Data under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the respective breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by Law) and to individuals whose Personal Data have been disclosed and/or accessed (“**Affected Individuals**”); (c) providing credit monitoring service to Affected Individuals who elect to receive it for a period of one year after the date on which such individuals were notified of the unauthorised disclosure or access; and (d) operating a call centre to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorised disclosure or access. Notwithstanding the foregoing, or anything in this Agreement to the contrary, Workday shall have no responsibility to pay costs of remediation to the extent that they are due to the negligence, willful misconduct and/or fraud by Customer its Employees, agents or contractors, Affiliates or Authorised Parties.

9. Term & Termination.

9.1 Term. This Agreement shall commence on the Effective Date hereof and end upon termination in accordance herewith (the “**Term**”).

9.2 Termination of Agreement. Customer may terminate this Agreement at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this Agreement for cause: (i) upon thirty (30) day’s prior written notice to the other party of a material breach by

the other party if such breach remains unremedied at the expiration of such notice period; or (ii) immediately for cause, in particular if the other party ceases business, is unable to pay its debts as they fall due, becomes insolvent or bankrupt or makes arrangement for, or composition with, its creditors or makes an application to a court for protection from its creditors (otherwise than voluntarily for the purposes of a bona fide amalgamation or reconstruction) or if a liquidator, receiver, examiner, administrator or administrative receiver is appointed over any part of that party’s business or takes steps in preparation of any of the above events or if anything analogous occurs in relation to that party under the laws of any jurisdiction. Upon termination, all SOWs will terminate simultaneously, Workday shall immediately cease performance of all Professional Services and Customer shall pay Workday within thirty (30) days of the date of termination for all Professional Services performed by Workday and travel & living expenses incurred up to the cessation of such Professional Services.

9.3 Termination or Suspension of SOW. A SOW may be suspended or terminated pursuant to the Termination/Suspension terms of the SOW.

9.4 Surviving Provisions. All provisions of this Agreement shall survive any termination or expiration, except for: (i) Workday’s obligations to provide Professional Services; (ii) Customer’s rights and licenses to use any Deliverables and any Workday IP; and (iii) any terms of a SOW that are not of a nature that should survive. No termination or expiration of any SOW will relieve Customer from making any payments due or incurred prior to the effective date of such termination or non-cancelable payments, even if due after the date of termination. For the avoidance of doubt, termination of this Agreement or any SOW by either party for any reason shall not terminate nor give that party the right to terminate the MSA or any order form thereto.

10 Workday Roles. Each Workday team member’s involvement will vary by task as defined in the project plan for each SOW. Each SOW will define the resource level and rates relevant to the work efforts defined in the SOW. The Workday team listing does not preclude other Workday personnel from being involved in a project described in a SOW, nor does it assure involvement of all those listed.

11 Change Order Process. During a project in a SOW, new information may surface that may necessitate a change in business requirements resulting in a change in project scope and, therefore, changes in the estimated level of effort, project timeline, or Workday Service features. Upon Customer’s request, such changes, and the associated fees for additional Professional Services to be provided, will be described in a document (a “**Change Order**”). Due to the complexity of some project Change Orders, Workday may charge the Customer for the time required to scope and estimate the requested change. Workday will advise Customer of the cost estimate if such a charge will apply. A completed Change Order includes the requested change, the impact on the current engagement under the applicable SOW, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday will submit the Change Order to Customer for review and approval. Proposed Change Orders will remain valid for a period of ten (10) business days from the date of submission. If Customer does not approve the Change Order within the ten (10) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval, Workday will begin performing the Professional Services described in the Change Order according to the agreed-upon schedule under the applicable SOW as may be modified by the Change Order.

12. General.

12.1 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. The parties confirm that it is not their intention to confer any rights on any person who is not a party to this Agreement by virtue of its terms.

12.2 Notices. Unless expressly stated otherwise, all notices under this Agreement shall be in writing. Notices to Workday shall be sent to the address shown in the Signature Document of this Agreement and addressed to the attention of the Legal Department with a copy by email sent to legal@workday.com. Notices to Customer shall be sent to the address shown in the Signature Document of this Agreement and addressed to Customer’s

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signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

12.3 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.

12.4 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and recognized as a force majeure event by the relevant jurisprudence and so occurring without that party's fault or negligence. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

12.5 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 or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all SOWs) without consent of the other party in connection with a merger, acquisition, corporate reorganisation, 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 (a "**Permitted Assignment**"). In the event of a Permitted Assignment, the assigning party shall provide notice of such assignment to the other party, together with a copy of the relevant documentation sufficient to evidence such Permitted Assignment. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Clause 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.

12.6 Governing Law and Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed exclusively by, and construed in accordance with, the laws of Germany and the parties irrevocably submit to the exclusive jurisdiction of the courts in Munich.

12.7 Use of Subcontractors. In the course of providing the Professional Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to any Workday Affiliates or third parties listed on Workday's Community website (if Customer cannot access the list, Workday will provide a current copy upon request) ("**Subcontractors**"). Customer agrees that Workday may provide information Workday receives in connection with this Agreement to the applicable Subcontractors for the purpose of the Professional Services and related administration. For the avoidance of doubt, where a Subcontractor processes Personal Data, the relevant Subprocessor terms of the DPE will apply. Workday shall be responsible for the acts and omissions of any Subcontractor to the same extent as if the acts and omissions were performed by Workday.

12.8 Miscellaneous. This Agreement, including all exhibits and addenda hereto and all SOWs and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an SOW or Change Order shall take precedence over provisions of the body of this Agreement and over any other exhibit or attachment. Customer acknowledges that it has had the opportunity to review this Agreement and all the documents referred to in it. This Agreement supersedes and extinguishes all prior and contemporaneous agreements, promises, assurances, proposals, warranties, representations and undertakings, written or oral, concerning or relating to its subject matter. No modification, amendment, variation or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment, variation 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 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 anything to the contrary in this Agreement, no terms or conditions in any Customer purchase order or in any other Customer order documentation shall be incorporated into any part of this Agreement, and all such terms shall be null and void. This Agreement may be executed in counterparts and/or electronic signatures.

13. Definitions and Interpretation.

13.1 The following definitions shall apply to this Agreement:

"Affiliate" of a party shall mean and include any entity or association controlled by, controlling or under common control with such party and for the purposes of this definition, the term "control" shall mean (i) the ownership of more than fifty percent (50%) of the voting shares of the subject entity or association; (ii) the right or power, directly or indirectly, to elect or remove directors; or (iii) the right or power to control management.

"Agreement" means this Professional Services Agreement, including the relevant terms of the Security Exhibit, DPE and any fully executed SOW.

"Confidential Information" means: (a) Professional Services Data; (b) each party's and their respective Affiliates' business or technical information, including but not limited to any information relating to software plans, designs, documentation, training materials, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the Discloser as "confidential" or "proprietary" or which the Receiving Party knows or should reasonably know is confidential or proprietary; and (c) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without Recipient's or any Affiliate's breach of an obligation owed to Discloser: (i) is or becomes generally known to the public; (ii) was known to Recipient or any of its Affiliates prior to disclosure by Discloser; (iii) was independently developed by Recipient or any of its Affiliates; or (iv) is received by Recipient or any of its Affiliates from a third party. Professional Services Data shall not be subject to the exclusions set forth in this Clause.

"Custom Integration" means any integration or interface between third party applications or service providers and the Workday Service that are developed either (i) by Customer, (ii) by a partner or third party acting on Customer's behalf pursuant to a separate and independently executed third party agreement, or (iii) by Workday pursuant to a SOW. Custom Integrations are deployed, maintained and supported by Customer and are not part of the Workday Service.

"Deliverables" means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Professional Services for delivery to Customer or its Affiliates.

"DPE" means that exhibit located at <https://www.workday.com/de-de/legal/contract-terms-and-conditions.html> (password: MeDEwL11-18), which is hereby incorporated by reference into this Agreement.

"IP" means any and all industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents, database rights and other proprietary rights issued, honoured or enforceable under any applicable laws at any time anywhere in the world, and all moral rights and goodwill related thereto.

"Law" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

"MSA" means the separate and independent Master Subscription Agreement between the parties.

"Personal Data" shall have the meaning set out in the DPE.

"Professional Services Data" shall have the meaning set out in the DPE.

"Professional Services Fees" means all amounts invoiced and payable by Customer for Professional Services.

"Security Breach" means: (i) any actual or reasonably suspected unauthorised use of, loss of, access to or disclosure of Professional Services Data; provided that an incidental disclosure of Professional Services Data to Customer or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (ii) any Personal Data Breach (as defined in the DPE).

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“Security Exhibit” means that exhibit located at <https://www.workday.com/de-de/legal/contract-terms-and-conditions.html> (password: MeDEwL11-18), which is hereby incorporated by reference into this Agreement.

“Signature Document” means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

“SOW” means the separate statement(s) of work under which Workday agrees to provide Professional Services that refer to this Agreement and have been fully executed by the parties.

“Term” shall have the meaning set out in Clause 9.1.

“Workday Service” means Workday’s software-as-a-service hosted applications provided to Customer pursuant to the MSA.

13.2 References to clauses and any exhibits are to the clauses and exhibits of this Agreement and, as the context requires, any SOWs forming part of this Agreement. Clause, exhibit and paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural, shall include the singular. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders. A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision. A reference to writing, unless specifically stated to be otherwise, includes e-mail, and information sent by Workday to Customer in writing using Workday’s standard customer communication methods.