UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit ("DPE") is an exhibit to the Agreement between Workday and Customer and sets forth the obligations of the parties with regard to the Processing of Personal Data pursuant to such Agreement.

1. Definitions

Unless otherwise defined below, all capitalized terms have the meaning given to them in the applicable Agreement and/or exhibits thereto.

“Agreement” means the Master Subscription Agreement, the Professional Services Agreement, and Order Forms, including any exhibits or attachments applicable to the Covered Service.

“Covered Data” means (i) Customer Data, (ii) Professional Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.

“Covered Service” means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or, (ii) any Professional Services.

“Customer Audit Program” means Workday’s optional, fee-based customer audit program as described in the Customer Audit Program Order Form for Covered Services.

“Data Controller” means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“Data Processor” means the entity which Processes Personal Data on behalf of the Data Controller.

“Data Protection Laws” means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, the GDPR, and implementations of the GDPR into national law.

“Data Subject” means the person to whom the Personal Data relates.


“Personal Data” means any Covered Data that relates to an identified or identifiable natural person.

“Personal Data Breach” means (i) a ‘personal data breach’ as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

“Processing” or “Process” means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“Professional Services” means the professional or consulting services provided to Customer under a Professional Services Agreement.

“Professional Services Agreement” means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Foundation Tenant Service Terms, the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.
“Professional Services Data” means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into the Workday Service, or Customer Data accessed within or extracted from the Customer’s tenant to perform the Professional Services.


“Subprocessor” means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

“Subprocessor List” means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data for the relevant Covered Service, accessible through Workday’s customer website (currently located at: https://community.workday.com).

“Workday BCRs” means Workday’s Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday’s customer website (currently located at https://community.workday.com).

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor.

2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer’s documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE). Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer’s industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller and shall obtain all necessary consents, and provide all necessary notifications, to Data Subjects to enable Workday to carry out lawfully the Processing contemplated by this DPE.

3. Subprocessors

3.1 Use of Subprocessors. Customer hereby agrees and provides a general prior authorization that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate engaging a Subprocessor shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

3.2 Notification of New Subprocessors. Workday shall make available to Customer a Subprocessor List and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

3.3 Subprocessor Objection Right. This Section 3.3 shall apply only where and to the extent that Customer is established within the European Economic Area, the United Kingdom or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday’s use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday’s notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and Customer may terminate the relevant portion(s) of the Covered Service.
within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Covered Service that were to be provided after the effective date of termination.

4. Rights of Data Subjects

4.1 Assistance with Data Subject Requests. Workday will, in a manner consistent with the functionality of the Covered Service and Workday’s role as a Data Processor, provide reasonable support to Customer to enable Customer to respond to Data Subject requests to exercise their rights under applicable Data Protection Laws (“Data Subject Requests”).

4.2 Handling of Data Subject Requests. For the avoidance of doubt, Customer is responsible for responding to Data Subject Requests. If Workday receives a Data Subject Request or other complaint from a Data Subject regarding the Processing of Personal Data, Workday will promptly forward such request or complaint to Customer, provided the Data Subject has given sufficient information for Workday to identify Customer.

5. Workday Personnel

Workday shall require screening of its personnel who may have access to Personal Data, and shall require such personnel (i) to Process Personal Data in accordance with Customer’s instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.

6. Personal Data Breach

In the event Workday becomes aware of a Personal Data Breach it shall without undue delay notify Customer in accordance with the Security Breach provisions of the Master Subscription Agreement. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

7. Security Program

Workday shall implement appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in the Universal Security Exhibit.

8. Audit

Customer agrees that, to the extent applicable, Workday’s then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday’s ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Covered Service, such information and/or audit shall be made available in accordance with Workday’s Customer Audit Program.

9. Return and Deletion of Personal Data

Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

10. Additional European Terms

10.1 Transfer Mechanisms. Workday makes available the transfer mechanisms listed below which shall apply to transfers of Personal Data from the European Economic Area and/or its member states, the United Kingdom and Switzerland to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws of the foregoing countries.
i. **Binding Corporate Rules.** For HCM/FIN/ANALYTICS, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer affiliate established in the EEA, the United Kingdom or Switzerland. In this event, all provisions of the Workday BCRs are incorporated by this reference and shall be binding and enforceable for Customer according to Section 1.4 of the Workday BCRs as if they were set forth in this DPE in their entirety. In the event of any conflict or inconsistency between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

ii. **Standard Contractual Clauses.** The Standard Contractual Clauses shall be deemed incorporated into this DPE by reference and shall apply between Customer and the Customer Affiliates established within the European Economic Area, the United Kingdom and Switzerland (each as “data exporter”) and Workday, Inc. (as “data importer”), subject to the requirements of Section 11.

iii. **Order of precedence.** Where more than one transfer mechanism applies, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (i) the Workday BCRs and, (ii) the Standard Contractual Clauses.

10.2 **Subject-Matter, Nature, Purpose and Duration of Data Processing.** Workday will Process Personal Data to provide the Covered Service. The duration of Processing Personal Data shall be for the term of the Agreement.

10.3 **Types of Personal Data and Categories of Data Subjects.** The types of Personal Data and categories of Data Subjects are set forth in Appendix 1 to the Standard Contractual Clauses, which is hereby incorporated into this DPE by this reference and shall be binding as if it was set forth in this DPE in its entirety.

10.4 **Data Protection Impact Assessments and Prior Consultations.** Customer agrees that, to the extent applicable, Workday’s then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday’s ISO 27001 and ISO 27018 Certifications will be used to carry out Customer’s data protection impact assessments and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer’s use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program.

11. **Clarifications to the Standard Contractual Clauses**

If Customer executes the Standard Contractual Clauses, the terms in this Section will apply.

11.1 **Appendices.** Appendices 1 and 2 to this DPE shall be deemed automatically incorporated into Appendices 1 and 2 of the Standard Contractual Clauses.

11.2 **Audits.** For the purposes of Clause 5 (f) of the Standard Contractual Clauses, audits will be performed in accordance with Section 8 of this DPE.

11.3 **Subprocessors.** For the purposes of Clause 11 of the Standard Contractual Clauses, Customer consents to Workday appointing Subprocessors in accordance with Section 3 of this DPE.

11.4 **Return and Deletion of Personal Data.** For purposes of Clause 12 (1) of the Standard Contractual Clauses, Workday shall return and delete Data Exporter’s data in accordance with Section 9 of this DPE.

11.5 **Conflict.** For the avoidance of doubt, the parties agree that the terms of this Section are not intended to amend or modify the Standard Contractual Clauses. These provisions provide clarity in terms of Workday’s business processes for complying with the Standard Contractual Clauses. In the event of any conflict between the terms of this DPE and the provisions of the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

12.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

12.2 Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday’s systems.

12.3 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties’ data protection obligations.

12.4 Customer Affiliate Enforcement. Customer’s Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

i. Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an “Affiliate Claim”) directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and

ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

12.5 Remedies. Customer’s remedies (including those of its Affiliates) with respect to any breach by Workday or its Affiliates of the terms of this DPE (including the Standard Contractual Clauses), and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the “Liability Cap”). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.

12.6 Miscellaneous. The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.
APPENDIX 1

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

A customer of Workday’s enterprise software-as-a-service applications.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

Workday, Inc. is a provider of enterprise software-as-a-service applications. The data importer processes Personal Data on behalf of and according to the instructions of data exporter.

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

- Data exporter’s job applicants, candidates, current and former employees and other workers, as well as related persons.
- Employees or contact persons of data exporter’s prospects, customers, business partners and suppliers.

Categories of data

The personal data transferred concern the following categories of data (please specify):

Data that is typically required for human capital and financial management, including the categories of data identified below:

- **Employees and other workers**: Name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address; instant messenger; home and work email address); marital status; ethnicity; citizenship information; visa information; national and governmental identification information; drivers’ license information; passport information; banking details; military service information; religion information; date of birth and birth place; gender; disability information; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; training and development information; award information; membership information.

- **Related persons**: Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information.

- **Prospects, customers, business partners and suppliers**: Name and contact information (including work address; work telephone numbers; mobile telephone numbers; web address; instant messenger; work email address); business title; company.

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Ethnicity; religious beliefs; trade union membership information, health data (employee sick leave, disability information).

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):
Software-as-a-Service Applications

Basic processing activities involve storing Personal Data and processing to operate and maintain the enterprise software-as-a-service applications and implement data exporter’s instructions when using the software-as-a-service applications (e.g. storage, use, retrieval or erasure of Personal Data).

Professional Services

Basic processing activities involve using, configuring and storing Personal Data to provide Professional Services and implement data exporter’s instructions.
APPENDIX 2

Description of the technical and organizational security measures implemented by Workday:

Data importer shall implement appropriate technical and organizational measures, designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in Section 7.

The technical and organizational measures, internal controls, and information security routines set forth in the Security Exhibit are hereby incorporated into this Appendix 2 by this reference and are binding on the data importer as if they were set forth in this Appendix 2 in their entirety.