



ORDER FORM 00432147.0 TO THE NASPO PARTICIPATING ADDENDUM DATED January 26, 2024, EXECUTED PURSUANT TO THE NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICERS CLOUD SOLUTIONS (NASPO) CONTRACT # AR2S07 LED BY THE STATE OF UTAH (COLLECTIVELY REFERRED TO AS THE “NASPO PA FOR HRI” AND/OR THE “AGREEMENT”)

| | |
|---|---|
| Customer Name | Utah Transit Authority |
| Workday Entity | Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588 |
| Agreement Effective Date | See Utah’s NAPS0 ValuePoint Participating Addendum AR2507 (11/9/2022) |
| Order Effective Date | The later of the dates of the parties’ signatures below |
| Order Term | January 31, 2024 through January 30, 2034 |
| Currency | USD |
| Subscription Fee | 5,849,617 |
| Less one-time credit if signed by January 31, 2024 | (419,500) |
| Net Total Subscription Fee | 5,430,117 |
| Tenant Base Name | rideuta |

Payment Schedule Table

| Payment # | Payment Due Date | Payment Amount |
|-----------------------------|--|------------------|
| 1 | Due in accordance with the Agreement, invoiced upon Order Effective Date | 391,689 |
| 2 | Due on First anniversary of the Order Term start date | 516,518 |
| 3 | Due on Second anniversary of the Order Term start date | 526,848 |
| 4 | Due on Third anniversary of the Order Term start date | 537,383 |
| 5 | Due on Fourth anniversary of the Order Term start date | 548,131 |
| 6 | Due on Fifth anniversary of the Order Term start date | 559,095 |
| 7 | Due on Sixth anniversary of the Order Term start date | 570,276 |
| 8 | Due on Seventh anniversary of the Order Term start date | 581,682 |
| 9 | Due on Eighth anniversary of the Order Term start date | 593,315 |
| 10 | Due on Ninth anniversary of the Order Term start date | 605,180 |
| Total Payment Amount | | 5,430,117 |

For the avoidance of doubt, the Payment Schedule Table will be used for invoicing purposes.

Subscription Fees Table

| Subscription Period | Date Range | Subscription Fee |
|-------------------------------|---|------------------|
| 1 | January 31, 2024 through January 30, 2025 | 391,689 |
| 2 | January 31, 2025 through January 30, 2026 | 516,518 |
| 3 | January 31, 2026 through January 30, 2027 | 526,848 |
| 4 | January 31, 2027 through January 30, 2028 | 537,383 |
| 5 | January 31, 2028 through January 30, 2029 | 548,131 |
| 6 | January 31, 2029 through January 30, 2030 | 559,095 |
| 7 | January 31, 2030 through January 30, 2031 | 570,276 |
| 8 | January 31, 2031 through January 30, 2032 | 581,682 |
| 9 | January 31, 2032 through January 30, 2033 | 593,315 |
| 10 | January 31, 2033 through January 30, 2034 | 605,180 |
| Total Subscription Fee | | 5,430,117 |

The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the initial Term, any increases due to CPI (also defined below) are



waived. Customer understands that the Subscription Fees above reflects Customer’s planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

Subscription Rights Table

| SKU | Service | Pricing Metric | Annual Subscription Rights |
|---------|---------------------------------------|----------------|---|
| CHCM | Core Human Capital Management | FSE* | Full Enterprise |
| TLO | Talent Optimization | FSE* | Full Enterprise |
| CCB | Cloud Connect for Benefits | FSE* | Full Enterprise |
| CCTPP** | Cloud Connect for Third Party Payroll | FSE* | Full Enterprise |
| LRN | Learning | FSE* | Full Enterprise |
| MCNF | Media Cloud - No Fee | FSE* | Full Enterprise |
| REC | Recruiting | FSE* | Full Enterprise |
| PPLA | People Analytics | FSE* | Full Enterprise |
| PRA | Prism Analytics Enterprise | FSE* | Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant |
| TT | Time Tracking | FSE* | Full Enterprise |

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

**Customer agrees that the number of FSE Workers for all Workday Payroll applications and CCTPP will always be equal to the total number of FSE Workers for HCM minus Contingent Workers.

Full-Service Equivalent (“FSE”) Count Table

| FSE Population Category | Baseline FSE Count |
|-------------------------|--------------------|
| Full Enterprise | 2,700 |

Named Support Contacts Table

| | |
|-----------------------------------|---|
| Number of Named Support Contacts* | 6 |
|-----------------------------------|---|

*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.

Customer Contact Information

| | Billing, In Care of | Customer Support | Subscriptions Contact |
|--|--|--|--|
| Contact Name | Kim Shanklin | Kim Shanklin | Kim Shanklin |
| Street Address | 669 W. 200 S. | 669 W. 200 S. | 669 W. 200 S. |
| City/Town, State/Region/County, Zip/Post Code, Country | Salt Lake City, UT 84101 United States | Salt Lake City, UT 84101 United States | Salt Lake City, UT 84101 United States |
| Phone/Fax # | (801) 287-2328 | (801) 287-2328 | (801) 287-2328 |
| Email (required) | ap@rideuta.com | ap@rideuta.com | ap@rideuta.com |

This Order Form is subject to and governed by Utah’s NAPSO ValuePoint Participating Addendum AR2507 (PA). In the event of a conflict, the order of precedence described in the PA shall apply.. Notwithstanding the previous understanding, the parties agree the terms to the following Order Forms contained in the PA are outdated and need to be updated for this engagement: Learning, Media Cloud, Innovation Services. Updated version of these Order Forms are located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html>. Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to Accounts.Receivable@workday.com.



THE VALIDITY OF THIS ORDER FORM IS CONDITIONED ON WORKDAY RECEIVING A FULLY SIGNED COPY OF THIS ORDER FORM NO LATER THAN NOON PACIFIC TIME ON January 31, 2024 (“Deadline”). Notwithstanding the foregoing, Workday reserves the right to accept an Order Form signed after the Deadline in Workday’s sole discretion and will provide confirmation of its acceptance by adding its initials on the Order form after the Deadline if it deems fit.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement.

Utah Transit Authority

Workday, Inc.

Julie Gonzalez
Julie Gonzalez (Jan 9, 2024 17:49 PST)

Signature

Signature

Julie Gonzalez

Name

Name

Senior Vice President, Financial Planning & Analysis

Title

Title

Jan 9, 2024

Date Signed

Date Signed

M. Bell 1-17-24

Michael L. Bell
Assistant Attorney General
Counsel for UTA

ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

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

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

| Worker Category | Total Workers | Applicable Percentage | FSE Count |
|----------------------------|---------------|-----------------------|--------------|
| Full Time Employees | 2,700 | 100.0% | 2,700 |
| Part-Time Employees | 0 | 25.0% | 0 |
| Associates | 0 | 12.5% | 0 |
| Former Workers with Access | 0 | 2.5% | 0 |
| Total FSE Count: | 2,700 | | 2,700 |

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

"Full-Time Employee" is 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" is 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" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

"Former Worker with Access" is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. "**Static Records**" are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are "**Active Records**".

3. Additional Metric Definition(s).

Additional Metric Definition Table

| | Metric | Definition |
|-------|---------------------|---|
| PRA | Published Data Rows | The total number of data rows capable of being reported upon in Customer's PRA data catalog. Workday will consider any published row that exceeds 1,000 characters as multiple data rows in 1,000-character increments. Published Data Rows are measured separately for each Tenant. |
| PRACU | Published Data Rows | The total number of additional data rows capable of being reported on in Customer's PRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's PRA subscription and any other PRACU subscription(s). Workday will consider any published row that exceeds 1,000 characters as multiple data rows in 1,000-character increments. Published Data Rows are measured separately for each Tenant. |

4. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days ("Annual Reporting Period") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("Count Date") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "Reporting Cycle"). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

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

FSE Expansion Table

| SKU | Annual FSE Expansion Rate |
|---|----------------------------------|
| All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table | 208.27 |
| CCTPP | 15.87 |

b. Additional Metric Reporting based on highest daily number.

Reporting for the following SKU(s) is based on the highest daily number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9 months preceding the Annual Reporting Period.

i. Additional Metric Expansion Table

| SKU | Additional Metric Increase | Annual Expansion Rate for Additional Metric Increase |
|------------|--|---|
| PRACU | Each increment of 10M Additional Published Data Rows | 20,000 |

B. Growth Event Reporting Obligation.

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

5. Renewal.

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

Renewal Table

| Renewal Term Years | Annual Renewal Subscription Fees |
|---------------------------|--|
| 1st year of Renewal Term | Base Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI)) |
| 2nd year of Renewal Term | Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI)) |
| 3rd year of Renewal Term | Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI)) |

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

6. Additional Definitions (as applicable).

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

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

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

7. Additional Scope of Use Terms.

Prism Analytics. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with PRA 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 such data provider’s terms of use and applicable Laws. PRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of PRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the “**Growth and Expansion**” section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant. “**Data Limit**” for each Tenant is the sum of the Published Data Row entitlement as set forth in the “**Subscription Rights Table**” above for a particular Tenant and any additional current Published Data Row entitlements purchased by Customer.

8. Customer Identification

Workday may use Customer’s name and logo in lists of customers, in marketing and presentations, on its earnings calls, in releases, and on its website. Workday may also reference Customer’s name in verbal format.

Further, at Workday’s reasonable request and at Customer’s reasonable discretion, Customer shall (1) make Customer’s representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer’s use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

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

| Service | Description |
|---------------------------------------|---|
| Core Human Capital Management | Workday Core HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday Core HCM includes global human resources management (workforce lifecycle management, organization management, worker profile, compensation, business asset tracking, absence, and employee benefits administration). Workday Core 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). |
| Talent Optimization | Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service. |
| 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. |
| 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). |
| Learning | Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience. |
| Media Cloud - No Fee | Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content. |
| 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. |
| People Analytics | People Analytics is a pre-configured analytic application that uses augmented analytics to provide insights into a variety of workforce trends |

| | |
|-----------------------------------|---|
| | <p>based on data in Workday. People Analytics has a standard data model and works on a defined set of Workday data sources. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.</p> |
| <p>Prism Analytics Enterprise</p> | <p>Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.</p> |
| <p>Time Tracking</p> | <p>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.</p> |



UNIVERSAL DATA PROCESSING EXHIBIT

This Universal Data Processing Exhibit is an exhibit to the Agreement between Workday and Customer and sets forth the obligations and rights of the parties regarding the Processing of Personal Data pursuant to such Agreement.

1. Definitions

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

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

“CCPA” means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., its implementing regulations, and amendments, including the California Privacy Rights Act (“**CPRA**”) and its implementing regulations.

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

“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.

“DPE” means this Universal Data Processing Exhibit including any appendices, or documents incorporated by reference.

“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, including without limitation the GDPR, and implementations of the GDPR into national law, and CCPA, in each case as may be amended or superseded from time to time.

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

“Europe” or **“European”** means the European Economic Area (“**EEA**”), the United Kingdom (“**UK**”), and Switzerland.

“GDPR” means either or both the (i) General Data Protection Regulation (EU) 2016/679 (“**EU GDPR**”), and (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (“**UK GDPR**”) as the context may require.

“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.

“Processor” means the entity which Processes Personal Data on behalf of the Controller, including as applicable any “service provider” as that term is defined by the CCPA.

“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 Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.



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“**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 a Service, or Covered Data accessed within or extracted from the Customer’s tenant or instance to perform the Professional Services.

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

“**Subprocessor List**” means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data, accessible through Workday’s website (currently located at <https://www.workday.com/en-us/legal/subprocessors.html>).

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 is a Controller or a Processor and Workday is a 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) and as further specified via Customer’s use of the Covered Service. Workday will comply with additional written instructions issued by Customer if they are consistent with the terms and scope of the Agreement. To the extent Workday Processes Personal Information under the CCPA, the terms of the California Privacy Addendum to this DPE will apply to the Processing of such Personal Information.

2.3 Compliance with Laws. Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Processor Processing Personal Data. Customer shall comply with all Data Protection Laws applicable to Customer as a 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. Customer shall ensure that any instruction it issues to Workday complies with applicable Data Protection Laws. Workday shall inform Customer without undue delay if, in its reasonable opinion, an instruction issued by Customer violates applicable European Data Protection Laws.

2.4 Description of Processing. The agreed subject-matter, the nature, purpose and duration of data processing, the types of Personal Data and categories of Data Subjects are set forth in Addendum B to this DPE.

3. Subprocessors

3.1 Use of Subprocessors. Customer hereby agrees and provides a general 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. Customer may object to Workday’s use of a new Subprocessor on reasonable grounds relating to data protection by providing written notice to Workday within fourteen (14) days following Workday’s notification pursuant to Section 3.2 above. 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.



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4. Data Subject Rights

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 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 survive their termination of employment.

6. Personal Data Breach

If Workday becomes aware of a Personal Data Breach, it shall without undue delay notify Customer in accordance with the Unauthorized Disclosure and Security Breach provisions of the MSA. Workday shall take appropriate measures to address and mitigate the adverse effects of the Personal Data Breach. 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 of Processing

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

8. Audit

Where Workday has obtained third-party audit reports and certifications for its Covered Services ("**Audit Reports and Certifications**"), Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer for the applicable Covered Service.

To the extent Customer reasonably determines that the Audit Reports and Certifications are not sufficient to demonstrate compliance or to respond to a regulatory audit, Workday will allow Customer or an independent auditor appointed by Customer to conduct an audit, subject to the following: (a) Customer and Workday will mutually agree upon the scope, timing, duration, and control and evidence requirements; (b) Customer is responsible for all costs and fees related to such audit and will reimburse Workday for any services performed by Workday at Workday's then-current rates; (c) to the extent the audit is conducted by a third-party audit firm, (i) the third-party audit firm is not a competitor of Workday and (ii) Customer has, prior to such audit, entered into an agreement with such third-party audit firm containing confidentiality terms no less protective than the confidentiality terms set forth in the MSA; and (d) to the extent the audit is conducted by a regulator having jurisdiction over Customer, the regulator is subject to a duty of confidentiality in relation to the findings of that audit (whether arising as a matter of law or by Customer having, prior to such audit, entered into an agreement with the regulator) such duty being no less protective than the confidentiality terms set forth in the MSA.

9. Data Protection Impact Assessments. Workday will, at Customer's request and subject to the confidentiality terms set forth in the MSA, make its most recent Audit Reports and Certifications available to Customer. To the extent Customer requires additional assistance to meet its obligations under applicable Data Protection Laws to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use



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of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer.

10. 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.

11. International Transfers of European Personal Data

To the extent Customer's use of the Covered Services requires a transfer mechanism to lawfully transfer Personal Data from Europe, the terms and safeguards in Addendum A to this DPE will apply.

12. General Provisions

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 enter into this DPE and any transfer safeguards entered into under this DPE, issue instructions, and 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, if inconsistencies between the provisions of this DPE and the Agreement arise, 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, its Affiliates and Subprocessors of the applicable terms of this DPE, 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.

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.



UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM A

International Transfers of European Personal Data

1. Definitions

"Data Privacy Framework" means the EU-U.S., Swiss-U.S., and UK-U.S. Extension to the Data Privacy Framework maintained by the United States Department of Commerce determined to provide an adequate level of protection for Personal Data transfers to certified commercial organizations in the United States under (i) the European Commission's Adequacy Decision 2023/4745 of 10 July 2023 and (ii) other applicable Data Protection Laws.

"Restricted Transfer" means (i) where the EU GDPR applies, a transfer of Personal Data from the EEA to a country or commercial organization outside of the EEA which is not subject to a valid adequacy determination by the European Commission; (ii) where the UK GDPR applies, a transfer of Personal Data from the UK to a country or commercial organization outside the UK which is not based on adequacy regulations pursuant to section 17A of the UK Data Protection Act 2018 ("**UK DPA**"); and (iii) where the Swiss Federal Act on Data Protection of June 19, 1992 ("**Swiss FADP**") applies, a transfer of Personal Data from Switzerland to a country or commercial organization outside Switzerland which has not been recognized to provide an adequate level of protection by the Federal Data Protection and Information Commissioner.

"SCCs" means (i) where the EU GDPR applies, the standard contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 ("**EU SCCs**"); and (ii) where the UK GDPR applies, the "International Data Transfer Addendum to the EU Commission Standard Contractual Clauses" issued by the Information Commissioner under s.119A(1) of the UK DPA (version B1.0 of 21 March 2022) as updated or amended ("**UK Addendum**").

"Workday BCRs" or "**BCRs**" means Workday's Processor Binding Corporate Rules. The Workday BCRs are accessible through Workday's website (currently located at <http://workday.com/legal/bcrs.html>).

2. Transfer Mechanisms. To the extent Customer's use of the Covered Services requires a transfer mechanism to lawfully transfer Personal Data from Europe, the following terms will apply. 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 Data Privacy Framework, (ii) the Workday BCRs, and (iii) the SCCs.

2.1 Data Privacy Framework. Workday, Inc. is self-certified to and complies with the Data Privacy Framework and will remain certified for the term of the Agreement.

2.2 BCRs. For the Covered Services identified in the following table, the Workday BCRs apply to the Processing of Personal Data of a Customer or Customer Affiliate established in the EEA. 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. If any conflict or inconsistency arises between this DPE and the Workday BCRs, the Workday BCRs shall prevail.

| BCR Covered Services | Applicable SKU Names |
|---------------------------|--|
| HCM/FIN/ANALYTICS | Human Capital Management, Cloud Connect for Benefits, Workday Payroll, Cloud Connect for Third Party Payroll, Time Tracking, Recruiting, Learning (excluding Media Cloud), Learning for Extended Enterprise, Core Financials, Expenses, Procurement, Inventory, Grants Management, Projects, Projects Billing, Workday Prism Analytics and Student |
| Workday Adaptive Planning | Workday Adaptive Planning SKUs, such as Planning & Analytics, Workforce Planning, Financial Planning, Sales Planning, Operational Planning, however defined in the applicable order form. |

| | |
|----------------|------------------------|
| Workday Extend | Workday Cloud Platform |
|----------------|------------------------|

2.3 Standard Contractual Clauses

2.3.1 Processor-to-Processor SCCs. Where Customer is contracting with Workday Limited, all Restricted Transfers of Personal Data will be governed by SCCs Module 3 implemented between Workday Limited (as “data exporter”) and its Subprocessors (as “data importers”).

2.3.2 Controller-to-Processor SCCs. Where the transfer from Customer to Workday is a Restricted Transfer, the SCCs will apply to such Restricted Transfers between Customer (as “data exporter”) and Workday (as “data importer”) as follows:

2.3.2.1 EU Personal Data. In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply (and be incorporated into this DPE by this reference) completed as follows:

- i. Module 2 applies unless the Customer is a Processor in which case Module 3 applies;
- ii. in Clause 7, the optional docking clause will not apply;
- iii. in Clause 9, Option 2 will apply, and the time period for prior notice of subprocessor changes will be in accordance with the notification process set out in Section 3.2 of this DPE;
- iv. in Clause 11, the optional redress language will not apply;
- v. in Clause 17, Option 1 will apply, and the EU SCCs will be governed by the law specified in the MSA, provided that law is an EEA Member State law recognizing third party beneficiary rights, otherwise, the laws of Ireland apply;
- vi. in Clause 18(b), disputes shall be resolved before the courts specified in the MSA, provided these courts are located in an EEA Member State, otherwise those courts shall be the courts of Ireland;
- vii. Annex I of the EU SCCs shall be deemed completed with the information set out in Addendum B to this DPE; and
- viii. Annex II of the EU SCCs shall be deemed completed with the information set out in the Universal Security Exhibit to this DPE.

2.3.2.2 UK Personal Data. In relation to Personal Data protected by the UK GDPR (“**UK Personal Data**”), the UK Addendum will apply as follows:

- i. the EU SCCs, completed as set out in Section 2.3.2.1 of this Addendum A, shall also apply to transfers of UK Personal Data;
- ii. the UK Addendum shall be deemed executed (and incorporated into this DPE by this reference) between the transferring Customer and Workday, and the EU SCCs shall be deemed amended as specified by Part 2 (Mandatory Clauses) of the UK Addendum in respect of the transfer of UK Personal Data;
- iii. Tables 1 to 3 of the UK Addendum shall be deemed completed with relevant information from within this DPE and the EU SCCs, completed as set out in Section 2.3.2.1 of this Addendum A;
- iv. the start date of the UK Addendum (as set out in Table 1) shall be the effective date of this DPE; and
- v. Table 4 of the UK Addendum shall be deemed completed “neither party”.

2.3.2.3 Swiss Personal Data. In relation to Personal Data protected by the Swiss FADP, the EU SCCs will apply amended and adapted as follows:

UNIVERSAL DATA PROCESSING EXHIBIT

- i. the Swiss Federal Data Protection and Information Commissioner is the exclusive supervisory authority;
- ii. the term "member state" must not be interpreted in such a way as to exclude Data Subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18; and
- iii. references to the GDPR in the EU SCCs shall also include the reference to the equivalent provisions of the Swiss FADP.

2.3.2.4 The SCCs will be subject to the following clarifications:

- i. Workday will allow Customer to conduct audits as described in the SCCs in accordance with Section 8 of this DPE.
- ii. Customer authorizes Workday to appoint Subprocessors in accordance with Section 3 of this DPE, and Customer may exercise its right to object to Subprocessors under the SCCs in the manner set out in Section 3.
- iii. Workday shall return and delete Customer's data in accordance with Section 10 of this DPE.
- iv. Customer agrees that any assistance that Workday provides to Customer under the SCCs shall be provided in accordance with Section 8 of this DPE.
- v. Nothing in this Section 2.3.2 of this Addendum A varies or modifies the SCCs nor affects any supervisory authority's or Data Subject's rights under the SCCs. If any provision of this DPE contradicts, directly or indirectly, the SCCs, the SCCs shall prevail.

UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM B

Description of Processing

A. LIST OF PARTIES

Data exporter

Data exporter: Customer

Contact details: The individuals designated as named contacts by Customer in Customer's account

Relevant activities: Use of Workday's enterprise cloud applications.

Signature and Date: By entering into the Agreement, data exporter is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data exporter role: The data exporter's role is set forth in the DPE.

Data importer

Data importer: Workday

Contact details: Workday Privacy Team, legal@workday.com

Relevant activities: Provide and support enterprise cloud applications, including human resource and financial management.

Signature and Date: By entering into the Agreement, data importer is deemed to have signed these SCCs incorporated herein as of the effective date of the Agreement.

Data importer role: Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

1. Customer's job applicants, candidates, current and former employees and other workers, as well as related persons.
2. Employees or contact persons of Customer's prospects, customers, business partners and suppliers.

Categories of personal data transferred

Customer determines the categories of personal data processed within Covered Services subscribed to. Typically, the transferred personal data will include the categories of data identified below:

1. **Applicants, 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; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; date of birth and birth place; gender; 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

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information; information on internal project appointments; accomplishment information; sentiments, personal opinions, feedback, training and development information; award information; membership information.

2. **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.
3. **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.
4. **Learners:** Name and contact information (including work address; work telephone numbers; mobile telephone numbers; instant messenger; work email address); business title; company; enrollment information, including completion of courses, exam results and feedback provided.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Unless otherwise agreed, the transferred Personal Data may comprise special categories of personal data, such as ethnicity, religious beliefs, trade union membership information and health data (employee sick leave, disability information). Taking into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons, Workday has implemented the technical and organizational measures as described in the Universal Security Exhibit, including specialized training of staff and system access logs, to ensure an appropriate level of protection for such sensitive data.

Frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)

Transfers will be made on a continuous basis.

Nature of the processing

Workday acts as a processor for the Personal Data Customer submits electronically into Workday's enterprise cloud applications or provides to Workday in connection with the Agreement.

1. Processing Personal Data to set up, operate, maintain and support the enterprise cloud applications
2. Storage of Personal Data in secure data centers
3. Provision of Covered Services

Purpose(s) of the data transfer and further processing

Provide and support enterprise cloud applications, including human resource and financial management.

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Personal data will be retained for the duration of the Agreement in accordance with Section 12.2 of the DPE.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

The subject matter and duration of the processing is outlined above within this Addendum B. The nature of the specific sub-processing services are further particularized within the Subprocessor List (currently located at: <https://www.workday.com/en-us/legal/subprocessors.html>).

C. COMPETENT SUPERVISORY AUTHORITY

Workday Global Universal Data Processing Exhibit – Utah Transit Authority



UNIVERSAL DATA PROCESSING EXHIBIT

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Identify the competent supervisory authority/ies in accordance with Clause 13

The competent supervisory authority is determined in accordance with Clause 13 of the EU SCCs unless required otherwise by Addendum A Sections 2.3.2.2 (UK Personal Data) and 2.3.2.3 (Swiss Personal Data).



UNIVERSAL DATA PROCESSING EXHIBIT

Technical and Organizational Measures

The technical and organizational measures set forth in the Security Exhibit have been implemented by the data importer to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

UNIVERSAL DATA PROCESSING EXHIBIT

ADDENDUM C

Workday California Privacy Addendum

This California Privacy Addendum (“Addendum”) supplements the DPE to which it is attached. Any term not defined in this Addendum shall have the meaning assigned to it, if any, in the DPE or the Agreement. To the extent the Agreement and this Addendum conflict, the terms of this Addendum shall take precedence with respect to Processing of Personal Information under the CCPA.

To the extent Workday Processes Personal Information under the CCPA, as defined above, the following supplemental terms shall apply to such Processing:

1. The terms “**Business**,” “**Business Purpose**,” “**Consumer**,” “**Sell**,” “**Service Provider**,” and “**Share**,” shall have the same meanings as provided for in the CCPA. As used in this Addendum, the term “**Personal Information**” shall refer to any Personal Data that constitutes Personal Information under the CCPA.
2. **Roles of the Parties.** Customer, as a Business under the CCPA, is disclosing Personal Information to Workday, and Workday is Processing the disclosed Personal Information solely as a Service Provider.
3. **Business Purpose.** Workday will Process Personal Information for the purpose of providing the Services described in the Agreement, including in the associated Order Forms.
4. **Service Provider Processing Limitations.** Workday will not (i) Sell Personal Information, or (ii) retain, use or disclose Personal Information outside the direct business relationship with Customer or for any purpose other than to provide the Covered Services as articulated in the Agreement, including this Addendum, or as permitted by the CCPA
5. **No Sale or Sharing.** Workday will not Sell or Share Personal Information.
6. **No Combining Personal Information.** Workday will not combine Personal Information that it receives from, or on behalf of, Customer with Personal Information that it receives from, or on behalf of, another person or persons, or collects from its own interaction with a consumer, except as otherwise permitted by CCPA.
7. **Consumer Requests.** Workday will, in a manner consistent with the functionality of the applicable Service and Workday’s role as a Service Provider, provide reasonable support to Customer to enable Customer to respond to Consumer requests to exercise their rights under the CCPA, as set forth in Section 4 of the DPE.
8. **Security of Processing.** Workday will maintain technical and organizational measures to protect Personal Information as set forth in the DPE and as required by the CCPA.
9. **Ongoing Compliance.** Workday agrees to comply with all applicable requirements of CCPA pertaining to its role as a Service Provider, including by providing the same level of privacy protection for Personal Information as required under CCPA. Customer shall have the right to take reasonable and appropriate steps to ensure compliance with this Addendum by exercising its rights in the audit provisions of the DPE. Customer shall also have the right to take reasonable and appropriate steps to stop or remediate any unauthorized Processing of Personal Information by Workday, for example by requesting that Workday provide a written statement confirming that applicable Personal Information has been deleted. Workday will notify Customer if it determines that it can no longer meet its obligations under the CCPA.

UNIVERSAL SECURITY EXHIBIT

This Workday Universal Security Exhibit applies to the Covered Service and Covered Data. Capitalized terms used herein have the meanings given in the Agreement, including attached exhibits, that refers to this Workday Universal Security Exhibit.

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data; and (b) the need for security and confidentiality of such information. Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Covered 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 Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered 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**. Mandatory employee security awareness and training programs, which include:
 - a) Training on how to implement and comply with its information security program; and
 - b) Promoting a culture of security awareness.
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 data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **Security Incident Procedures**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **Contingency Planning**. 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 Covered Data or production systems that contain Covered Data.
6. **Audit Controls**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **Data Integrity**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.

UNIVERSAL SECURITY EXHIBIT

9. **Secure Disposal**. Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such 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; and
 - b) Defining security roles and responsibilities for individuals with security responsibilities.
11. **Testing**. Regularly testing 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.
12. **Monitoring**. Network and systems monitoring, 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 processing Covered Data; 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 Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:
 - a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
 - 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, where applicable, for:
 - i) Cross-site request forgery
 - ii) Services scanning
 - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
 - iv) XML and SOAP attacks
 - v) Weak session management
 - vi) Data validation flaws and data model constraint inconsistencies
 - vii) Insufficient authentication
 - viii) 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 Covered 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.