



MASTER SUBSCRIPTION AGREEMENT

SIGNATURE DOCUMENT

Documents	Agreement Number
Master Subscription Agreement (v19.5)	MSA #:
Subscription Order Form	Order Form #:
Training Order Form	Order Form #:
*Delivery Assurance	Order Form #:

* Add related agreement number, if applicable

By executing this document (“**Signature Document**”), the undersigned agree they are duly authorized 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 Master Subscription 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

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this “**Agreement**”), is between **Workday Limited** a private limited company organized and existing under the laws of Ireland (registration number 521013), with its registered offices at The King’s Building, May Lane, Dublin 7, Ireland (“**Workday**”) and the legal entity signing the Signature Document referencing this Agreement (“**Customer**”). The parties agree as follows:

1. Provision of Service. Workday shall make the Service available to Customer for use by Customer, and by those of its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and those Affiliates, subject to this Agreement, including the scope of use defined in the applicable Order Form, the SLA, the DPE, and the Security Exhibit. The Service is provided in U.S. English. Customer’s Tenant will be housed in data centres located in the European Economic Area.

1.1 Invoices & Payment. All Subscription Fees for the Service are based on access rights acquired and not actual usage, and will be invoiced to Customer in accordance with, and remitted from, Canada by Customer. Except as otherwise set forth in an Order Form, all fees shall be due and payable within thirty (30) days of invoice date, except fees subject to a reasonable and good faith dispute. Workday shall email invoices to Customer within two business days of the date of the invoice and Customer shall be deemed to have received the invoice the next business day following transmission by Workday unless Workday receives a bounce back or automated response that the email was not received successfully. All fees are quoted and payable in Canadian dollars. 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 for a termination and/or refund as specifically set forth to the contrary under Clauses 6, 7, 9.1 and 10.10, all Order Forms are non-cancellable and all payments are non-refundable.

1.2 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) days written notice to Customer, Workday may suspend the Service, without liability to Customer, until such amounts are paid in full.

1.3 Taxes. All Subscription Fees invoiced pursuant to this Agreement and any Order Forms do not include, and may not be reduced to account for, any taxes, which may include local, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added taxes (“**VAT**”), excise, use, goods and services taxes (“**GST/HST**”), consumption taxes, or similar taxes (collectively, “**Transaction Taxes**”). Subscription Service Fees and all other fees invoiced pursuant to this Agreement are payable in full and without reduction for Transaction Taxes. Customer will self-assess and remit all Transaction Taxes payable to the Canada Revenue Agency or other applicable taxation authority (“**Taxation Authority**”) as required by applicable Law. In the event that Workday has a legal obligation to pay or collect Transaction Taxes for which Customer is responsible under this Agreement, the appropriate amount will be computed based on Customer’s address listed in the Signature Document of this Agreement, which will be used as the ship-to address on the Order Form and invoiced to and paid by Customer. In the event a case should arise where Customer has appropriately remitted Transaction Taxes as legally required to the CRA where Workday is retroactively assessed by the Taxation Authority, if Workday fails to use reasonable efforts to work with Customer to show the Taxation Authority that the amounts have been remitted, then Customer will not be obligated to reimburse Workday for the amounts that Workday remitted to the Taxation Authority that it did not need to remit. For the avoidance of doubt, the parties acknowledge that each party is entitled to the benefits of the Canada-Ireland Income Tax Treaty (as may be amended or supplemented from time to time), and as a result, payments made by Customer to Workday pursuant to this Agreement shall be free and clear of, and without reduction for, any Canadian withholding taxes unless otherwise noted in this Agreement or such deduction or withholding is required by any applicable treaty or law as a consequence

of amendments or change in interpretation thereof or there has been a change in circumstances of either parties’ entitlement to the applicable treaty benefits..

The Parties agree that Regulation 105 of the Income Tax Act (Canada) is applicable if Service is performed in Canada. In the event Service is performed within Canada, if any withholding tax is required under Regulation 105 is to be deducted by Customer, the amount of payment due from Customer to Workday shall be equal to: (i) the payment that would have been due if no Regulation 105 withholding tax had been required, less: (ii) the Regulation 105 withholding taxes required to be deducted. In the event withholding occurs under Regulation 105, Customer shall remit such amounts collected to the relevant government authority and shall provide a valid tax receipt to Workday within 60 days following the close of the calendar year to which the tax receipt applies.

2. Customer Obligations. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) make commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Workday promptly of any unauthorized access or use. Customer shall not: (i) use the Service in violation of Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) knowingly send or store Malicious Code in connection with the Service; (iv) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to or use the Service or its related systems or networks in a manner not set forth in the Documentation. Customer is responsible for its Affiliates’ and Authorized Parties’ compliance with this Agreement and any breach by its Affiliates or Authorized Parties shall be deemed a breach by Customer.

3. Proprietary Rights. As between Workday and Customer, Customer owns all right, title and interest to its Customer Data. As between Customer, Workday, and Workday’s licensors, Workday and/or its licensors own all right, title and interest to the Service, Documentation, and other Workday IP. Except for the limited rights expressly granted to Customer hereunder, Workday reserves all rights, title and interest in and to the Service and Documentation, including all related IP. Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input.

3.1 Restrictions. Customer shall not (i) modify, copy, or create derivative works based on, the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Affiliates and Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent permitted by Law; (iv) access the Service or Documentation in order to build any commercially available product or service except as otherwise provided in an applicable Order Form; or (v) modify, copy, or create derivative works of any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding subclauses (i) and (v), Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

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

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advisors and service providers 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 or other equitable relief to enjoin any breach or threatened breach of this Clause, it being acknowledged by the parties that other remedies may be inadequate.

5. Protection and Security of Customer Data. Workday maintains a security program that conforms with the Security Exhibit. Workday shall not decrease the protections provided by the controls set forth in the Security Exhibit and Audit Reports. Upon Customer's request, Workday will provide a copy of the Audit Reports. Customer Data shall only be used in accordance with this Agreement and the Documentation, or Customer instructions, to provide the Service, to prevent or address service or technical problems, and/or to verify Service Improvements. Personal Data will only be processed in accordance with the DPE.

5.1 Unauthorized 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 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 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. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the Term: (i) the Service shall perform materially in accordance with the Documentation; (ii) the functionality of the Service will not be materially decreased; and (iii) to the best of its knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code. In the event of a breach of the warranty set forth in (i),(ii) or (iii), Workday shall correct the non-conforming Service at no additional charge to Customer, and if Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid attributable to the defective Service from the date Workday received such notice. Customer shall notify Workday in writing within thirty (30) days of identifying a deficiency, but Customer's failure to notify Workday within such period shall not affect Customer's right to receive warranty remedies unless and to the extent that Workday is somehow unable to, or impaired in its ability to, correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty in (i) shall be made through Workday's then-current error reporting system; notices of breaches of any other warranty shall be made in writing to Workday in accordance with the notice provisions of this Agreement. 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 elect to terminate this Agreement in accordance with Clause 9.1.

6.1 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND

EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH PROVISION OF THE SERVICE.

7. IP Indemnification.

7.1 Workday Indemnity. Workday shall defend Customer, at Workday's expense, from any Claims made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes such third party's IP and shall indemnify and hold Customer and its Affiliates harmless against any loss, damage or costs finally awarded or entered into in settlement (including, without limitation, reasonable legal fees) (collectively, "Losses"). Workday shall have no liability for Claims or Losses to the extent arising from: (i) modification of the Service by anyone other than Workday; (ii) use of the Service in a manner inconsistent with this Agreement or Documentation or in violation of this Agreement; or (iii) use of the Service in combination with any other product or service not provided by Workday. If Customer is prevented from using the Service 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 Service or to replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then 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 refund all prepaid Subscription Fees for the applicable Service that was to be provided after the effective date of termination.

7.2 Customer Indemnity. Customer shall defend Workday, at Customer's expense, from any Claim made or brought against Workday by a third party alleging that the use of: (a) Customer Data, and/or (b) any other data submitted by Customer, its Affiliates and/or its Authorized Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third party's IP rights and Customer shall indemnify and hold Workday harmless against any Losses relating to such Claim. "Losses" shall have the same meaning as used in Clause 7.1 above.

7.3 Conditions. The indemnitor's obligations in Clauses 7.1 and 7.2 are conditioned on the indemnitee: (a) promptly giving written notice of the Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this clause except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defense and settlement of the Claim (although indemnitor may not settle any Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. This Clause 7 states each indemnitee's exclusive remedies and the indemnitor's sole obligations for all third-party Claims related to the subject matter of this Clause.

8. Liability.

8.1. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SUBJECT TO CLAUSE 8.2, EXCEPT WITH RESPECT TO: (I) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; (II) FRAUD, FRAUDULENT MISREPRESENTATION OR WILLFUL MISCONDUCT; (III) EITHER PARTY'S IP INDEMNIFICATION OBLIGATIONS IN CLAUSE 7; (IV) WORKDAY'S REMEDIATION OBLIGATIONS IN CLAUSE 8.3; AND (V) CUSTOMER'S PAYMENT OBLIGATIONS; IN NO EVENT SHALL EITHER PARTY'S (OR ITS RESPECTIVE AFFILIATES, WHICH IN THE CASE OF WORKDAY, INCLUDES ANY WORKDAY THIRD PARTY LICENSORS) TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS (INDIVIDUALLY AND IN THE AGGREGATE) ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER IN THE CONTRACT YEAR FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**GENERAL CAP**"); EXCEPT FOR EITHER PARTY'S BREACH OF ITS SECURITY, PRIVACY, DATA PROTECTION AND/OR CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT, WHERE SUCH LIABILITY SHALL NOT EXCEED TWO (2) TIMES THE TOTAL SUBSCRIPTION FEES PAID OR PAYABLE BY CUSTOMER IN

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THE CONTRACT YEAR FOR THE SERVICE FROM WHICH THE CLAIM AROSE ("**ENHANCED CAP**"). FOR THE PURPOSES OF THIS CLAUSE 8.1, "**CONTRACT YEAR**" MEANS THE TWELVE (12)-MONTH PERIOD COMMENCING ON THE EFFECTIVE DATE SET OUT IN THE SIGNATURE DOCUMENT AND EACH YEAR THEREAFTER COMMENCING ON THE ANNIVERSARY OF THE EFFECTIVE DATE THROUGHOUT THE TERM.

8.2 EXCLUSION. EXCEPT WITH RESPECT TO: (I) WORKDAY'S REMEDIATION OBLIGATIONS IN CLAUSE 8.3; AND (II) EITHER PARTY'S IP INDEMNIFICATION OBLIGATIONS IN CLAUSE 7, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR: (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES OR DAMAGES, HOWEVER CAUSED; OR (B) WHETHER THE SAME ARE SUFFERED DIRECTLY OR INDIRECTLY, ANY LOSS OF: PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY OR GOODWILL. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN AN ORDER FORM ARE EXCLUDED AS WORKDAY'S LOST PROFITS.

8.3 Workday Remediation Obligations. If unauthorized 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 reasonably necessary documented costs incurred by Customer in connection with the following items: (a) costs of any reasonably 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 a 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 unauthorized disclosure or access and (d) operating a call center to respond to questions from Affected Individuals for a period of one year after the date on which such individuals were notified of the unauthorized 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 or its Employees, agents or contractors, Affiliates or Authorized Parties.

8.4. Direct Damages. Subject to Clause 8.1 and notwithstanding Clause 8.2, the parties agree that with respect to either party's breach of its obligations set forth in this Agreement, the following shall be considered direct damages: (i) amounts paid to affected third parties as damages or settlements arising from such breach; (ii) amounts paid for fines and penalties imposed by any governmental authority arising from such breach; and (iii) reasonable legal fees, to defend against third party claims arising from such breach.

9. Term. The term of this Agreement commences on and continues from the Effective Date until all Order Forms have expired or otherwise been terminated, unless extended pursuant to the written agreement of the parties ("**Term**"). Subscriptions to the Service commence on the date and are for the period set forth in the applicable Order Form.

9.1 Termination. Either party may terminate this Agreement: (i) upon thirty (30) days' prior written notice to the other party for a material breach by the other party if such breach remains unremedied at the expiration of such notice period; or (ii) immediately if the other party ceases business, is unable to pay its debts as they fall due, becomes insolvent or bankrupt or makes an arrangement for or composition with, its creditors or makes an application to 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 its above events or if anything analogous occurs in relation to that party under the laws of any jurisdiction. If this Agreement is terminated, all Order Forms are simultaneously terminated and Customer shall, as of the date of any termination, immediately cease

accessing and otherwise utilizing the applicable Service (except as permitted under Clauses 9.2 and 9.3) and Workday Confidential Information and IP. Upon termination by Customer pursuant to this Clause, Workday shall refund Customer any prepaid fees for the affected Service that was to be provided after the effective date of termination. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination and termination for any reason other than by Customer in the circumstances described in this Clause, or such other termination right provided to Customer under this Agreement, shall not relieve Customer of the obligation to pay all future amounts due under all Order Forms.

9.2 Retrieval of Customer Data. Upon Customer's written request made on or prior to expiration or termination of this Agreement, Workday will give Customer limited access to the Service for a period of up to sixty (60) days, at no additional cost, solely for purposes of retrieving Customer Data ("**Retrieval Period**"). Subject to such sixty day period and Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Data and shall, unless legally prohibited, delete Customer Data by deleting Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. Customer Data will be made available in a format that is machine readable (for example, CSV, delimited text or Microsoft Excel). For clarity, during the Term, Customer may extract Customer Data using Workday's standard web services as described in the Documentation.

9.3 Transition Period Before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday for a one-time transition period within thirty (30) days of such termination, Workday will continue to provide the Service for up to three (3) months (the "**Transition Period**"). Monthly fees for the Transition Period will be 1/12 of the immediately preceding twelve-month period plus an additional five percent (5%), save where termination is due to Workday's breach of this Agreement. If Customer requests transition assistance during the Transition Period, Workday will provide consulting cooperation and assistance regarding the Service as set forth in a statement of work, governed by a professional services agreement, at Workday's then-current rates for consulting services unless a different rate is mutually agreed upon by the parties. Notwithstanding the foregoing, if Workday is prevented from performing, or termination of this Agreement was due to Customer's breach, Workday has no obligation to perform under this Clause unless it receives (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) written assurance from Customer of its ongoing compliance with the terms of this Agreement during the Transition Period.

9.4 Surviving Provisions. Clauses 1.1, 3, 4, 5 and 5.1 (for so long as Workday retains Customer Data), 6.1, 7, 8, 9.2 and 9.3, 10 (except 10.2 and 10.10), and 11 shall survive any termination or expiration of this Agreement.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to the Agreement.

10.2 Insurance. Workday will maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Workday services are to be performed. Upon Customer's written request, Workday will provide a certificate of insurance evidencing the coverages specified below.

(a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee.

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(b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement.

(c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.

10.3 Notices. Unless expressly stated otherwise, all notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) the third business day after being sent by pre-paid recorded post. Notices to Workday shall be sent to the address shown in the introductory paragraph of this Agreement addressed to the attention of its the Legal department with a copy sent by email to legal@workday.com. Notices to Customer shall be sent to the address shown in the Signature Document. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

10.4 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, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.5 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 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.

10.6 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 Order Forms) upon written notice, without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees 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 other than as permitted by 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.

10.7 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 the Province of Ontario, without regard to its conflicts of laws rules. The parties irrevocably submit to the exclusive jurisdiction of the Courts of the City of Toronto in the Province of Ontario.

10.8 Export. Each party shall comply with the export laws and regulations of the United States, Canada and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a European Union, United Nations or U.S. government restriction or embargo, including being identified as prohibited or restricted parties on a European Union, United Nations or U.S. government list; or (iii) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.9 Choice of Language. The parties accept that the terms of this Agreement be drafted in English. *Les parties acceptent que les conditions des présentes soient rédigées en anglais.*

10.10 Workday SLA Service Credits. If Workday fails to meet the Service Availability or Service Response minimums in a calendar month as set forth in the SLA, in any rolling six-month period ("Failure"), Workday shall provide, at Customer's request, service credits for the subscription fees paid for the applicable month for the affected Service as follows: (a) the parties shall meet to discuss possible corrective actions for the first Failure; (b) 10% of subscription fee for a second Failure; (c) 20% of subscription fee for a third Failure; and (d) 30% of subscription fee for a fourth Failure. If more than one of the above (a through d) is triggered, the greater amount for the applicable month shall apply. If there is a Failure in more than three months in any rolling six-month period, then within thirty (30) days of the most recent Failure, Customer may terminate this Agreement and Workday shall refund Customer any prepaid fees for the affected Service that was to be provided after the effective date of termination. Credits shall be deducted from subsequent invoices for Subscription Fees or, upon expiration or termination of the Agreement, paid to Customer directly. Without prejudice to Customer's rights under Clause 6 or 9.1, the remedies set forth in this Clause shall be Customer's exclusive remedy and Workday's sole liability for missed Service Availability or Service Response minimums

10.11 Miscellaneous. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other exhibit or attachment. 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, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding anything to the contrary in this Agreement, no terms or conditions in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts and/or by electronic signatures.

11. Definitions and Interpretation.

The following definitions shall apply to this Agreement:

"Affiliate" of a party means and includes any entity controlled by, or under common control with such party, and for the purposes of this definition, the term "control" means (i) the ownership of more than fifty percent (50%) of the voting shares of the subject entity, (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 Master Subscription Agreement, incorporating the SLA, Security Exhibit, DPE, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"Audit Reports" means the most recently completed SOC1 and SOC2 audit reports or comparable industry-standard successor report prepared by Workday's independent third-party auditor.

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

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“Confidential Information” means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; (c) each party’s and their respective Affiliates’ business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the Discloser as “confidential” or “proprietary” or which the Recipient knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without Recipient’s or any Affiliates’ 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. Customer Data shall not be subject to the exclusions set forth in this definition.

“Claim” means any claim, demand, suit or other legal proceeding made or brought against a party to this Agreement.

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

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

“Data Processing Exhibit” or “DPE” means the Universal Data Processing Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>.

“Documentation” means Workday’s electronic Administrator Guide for the Service, which may be updated by Workday from time to time. No update shall materially decrease the functionality of the Service.

“Employee” or “Worker” means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose business record(s) are or may be managed by the Service and for whom a subscription to the Service has been purchased in an Order Form.

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

“IP” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trade marks, 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 the respective party.

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

“Order Form” means the ordering documents under which Customer subscribes to the Service

“Personal Data” has the definition set forth in the DPE.

“Production” means the Customer’s use of or Workday’s written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer’s books/records; or (iii) in any decision support capacity. Production does not include sandbox, preview, or implementation Tenants.

“Security Breach” means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party 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 and (ii) any Personal Data Breach (as defined in the DPE); and (iii) any security breach (or substantially similar term) as defined by Law affecting Customer Data.

“Security Exhibit” means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, which is hereby incorporated by reference into this Agreement.

“Service” means Workday’s software-as-a-service applications and Improvements as described in the Documentation and subscribed to under an Order Form.

“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.

“SLA” means the *Workday Production Support and Service Level Availability Policy*, located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time. No update shall materially decrease Workday’s responsibilities under the SLA.

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

“Tenant Base Name” is a naming convention that will be used in all of the Tenant URLs provided by Workday, as specified in Customer’s initial Order Form subscribing to the Service, and which shall remain constant throughout the Term

“Term” shall have the meaning set out in Clause 9.

11.2 References to Clauses and exhibits are to the clauses and exhibits of this Agreement and, as the context requires, any Order Forms 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.