

MASTER AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
PRECISION TASK GROUP, INC.
EFFECTIVE FEBRUARY 1, 2026, THROUGH JANUARY 31, 2029

THIS MASTER AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the eligible organizations located in compact member states, and Precision Task Group, Inc., (hereafter "PTG", "Reseller" or "Provider") with corporate offices located at 9801 Westheimer Road, Suite 803 Houston, TX 77042. For purposes of this Master Agreement (hereafter "Agreement"), MHEC and Provider are referred to collectively as the "Parties" or individually as "Party."

Whereas, the Midwestern Higher Education Commission (MHEC), a nonprofit 501(c)(3) entity and statutory governing body of the Midwestern Higher Education Compact which consists of twelve Midwestern states, has a proven history of leadership in cooperative procurement, delivering cost-effective, transparent, and accountable solutions to institutions across its member states; and

Whereas, through strategic inter-regional agreements with the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE), MHEC extends the benefits of its Master Agreements nationwide, enabling collaboration, resource sharing, and cost efficiencies among a broad range of eligible organizations, including public and nonprofit higher education institutions, public and nonprofit K-12 educational institutions, state and local government entities across the participating compact regions; and

Whereas, the **MHEC Next Generation Higher Education ERP System of Systems RFP (MHEC-RFP-04182024)**, dated April 18, 2024, was designed to procure scalable, innovative, and cost-effective Enterprise Resource Planning (ERP) solutions and services tailored to the diverse operational and strategic needs of higher education institutions; and

Whereas, the RFP aimed to identify ERP vendors, system integrators, consulting partners, and resellers capable of delivering end-to-end ERP solutions with a focus on scalability, innovation, and cost efficiency for public and non-profit higher education institutions, while also offering availability to other eligible organizations; and

Whereas, MHEC conducted a competitive sourcing event and upon the completion of the competitive process Precision Task Group, Inc. received an award; and

Whereas, this Agreement provides comprehensive access to ERP systems, cloud-based services, AI and data analytics platforms, and associated services enabling institutions to streamline

administrative functions, enhance student services, and support evidence-based decision-making; and

Whereas, the agreement is the result of a competitive sourcing process consistent with local, state, and federal procurement laws, with the aim of ensuring fairness, transparency, and alignment with public procurement standards; and

Whereas, this agreement supports institutional goals of operational sustainability, student success, and compliance by providing access to future-ready ERP solutions and expert support; and

Whereas, MHEC agreements are grounded in rigorous oversight, regular reporting, and continuous improvement processes, offering decision-makers confidence in the reliability and value of this cooperative procurement effort; and

Whereas, institutions and other eligible organizations that leverage this Agreement gain the benefits of collective procurement, reduced administrative burden, and cost-effective solutions that are scalable to their unique needs; and

Whereas, this Agreement represents a strategic initiative to drive operational excellence and deliver measurable value to public and nonprofit higher education institutions, as well as other eligible organizations nationwide; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, this Agreement defines the terms and conditions under which eligible organizations may procure ERP systems and associated services from the Provider. This Agreement is designed to promote collaboration, cost savings, and alignment with institutional goals and strategic objectives.

1. DEFINITION OF SERVICES

For clarity, the terms below are defined to better distinguish the offerings hereunder this Master Agreement for consistency with the Orders.

“Workday Subscription” means a subscription to the Workday Service through a Subscription Order Form.

“Workday Ancillary Services” means an ancillary service purchased from Provider for Training SKUs, such as Training Credits, Adoption Kit or Learn on Demand, purchased through a Training Order Form or the Workday Success Plans purchased through a Subscription Order Form.

“Professional Services” means the services provided by Provider, such as implementation services, advisory services, application management services, post-production services and other services that are not the Workday Service or Workday Ancillary Services.

“Services” means any of the services offered hereunder, such as the Workday Subscription, Workday Ancillary Services, and Professional Services.

2. CONTRACT TERM

This Agreement shall become effective on February 1, 2026, and shall remain in effect until January 31, 2029 (the “Term Ending Date”), unless terminated earlier as provided herein. The Agreement may be renewed for up to four (4) additional years by mutual written agreement of the Parties. During the

Agreement's term, Eligible Organizations (or otherwise defined as "Customer" in the ordering documents) may procure products and services from the Provider in accordance with the terms and conditions of the MHEC Master Agreement.

3. ELIGIBLE ORGANIZATIONS

This Master Agreement establishes the framework through which Eligible Organizations may procure solution offerings as defined in the Workday Subscription (through a Workday Subscription Order Form) and Ancillary Services (such as Workday Success Plan purchased through a Workday Subscription Order Form or Workday Training SKUs purchased through a Workday Training Order Form) and Professional Services (such as implementation services, advisory services, and other Workday-related services as purchased through a Professional Services Agreement and Statement of Work) section from Provider.

Eligible Organizations include:

1. Not-for-profit private and public institutions and systems of higher education (e.g., colleges, universities, community colleges, technical institutions, and similar entities);
2. Not-for-profit private and public K-12 schools and school districts;
3. City, county, other local governments and special districts, including those providing essential public services such as water, transportation, and public safety; and
4. State governments, including their agencies and departments.

Eligible Organizations are able to participate under this Agreement by virtue of their state's membership within a regional compact, as detailed in the Regional Compacts Member States section. These Regional Compacts operate under legislatively enacted agreements that establish their statutory authority to facilitate cooperative resource sharing and procurement among member states.

Participation requires no additional approval or membership beyond an Eligible Organization's presence in a Regional Compact Member State or territory. The Agreement adheres to public procurement principles, including transparency, competition, and fairness, consistent with applicable federal and state laws.

Additionally, Eligible Organizations must be located within the member states or territories of the following Regional Compacts, as detailed in the Regional Compacts Member States section:

- A. Regional Compacts
 1. The Midwestern Higher Education Compact (MHEC),
 2. The New England Board of Higher Education (NEBHE),
 3. The Southern Regional Education Board (SREB), and
 4. The Western Interstate Commission for Higher Education (WICHE).

4. REGIONAL COMPACTS MEMBER STATES

The Regional Compacts are legislatively established interstate compacts with broad authority to act for the benefit of their member states. These Regional Compacts serve as lead public agencies on behalf of their member states for the purpose of advancing resource sharing, cost efficiency, and public benefit among the member states. The statutory authority granted to these Regional Compacts enables participation by Eligible Organizations located in a Regional Compact Member

State, while the Regional Compacts' adherence to public procurement principles, including transparency, competition, and fairness makes certain that participation in this Agreement is consistent with public procurement regulations and best practices.

The Regional Compacts Member States include the following states and territories, categorized by Compact:

- A. MHEC Member States: States that are members or affiliate members of the Midwestern Higher Education Compact. Current MHEC Member States are:
Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin.
- B. NEBHE Member States: States that are members or affiliate members of the New England Board of Higher Education. Current NEBHE Member States are:
Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont.
- C. SREB Member States: States that are members or affiliate members of the Southern Regional Education Board. Current SREB Member States are:
Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia.
- D. WICHE Member States: States and territories that are members or affiliate members of the Western Interstate Commission for Higher Education. Current WICHE Member States are:
Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming, and U.S. Pacific Territories and Freely Associated States.

Participation in this Agreement is based solely on an Eligible Organization's presence within a Member State or territory of one of these Regional Compacts, with no further requirements for eligibility or access to leverage this Agreement.

5. DUE DILIGENCE

Notwithstanding MHEC's role in establishing this Agreement and any additional efforts undertaken by MHEC, the Eligible Organization acknowledges and agrees to the following:

- A. The Eligible Organization is solely responsible for conducting its own due diligence with respect to this Agreement.
- B. MHEC does not assume responsibility for, nor makes any representations or warranties regarding, the appropriateness or suitability of this Agreement for the Eligible Organization.
- C. MHEC has made no legally binding representations regarding the Provider, or its Services. MHEC does not guarantee or warrant the performance, quality, or suitability of any Services provided by the Provider.
- D. MHEC is not responsible for any actions or omissions by the Provider.

Issues of interpretation and eligibility for participation are governed exclusively by the procurement laws, statutory rules, and regulations applicable to the Eligible Organization. The Eligible Organization is solely responsible for ensuring it possesses the requisite authority to place orders

under this Agreement (“Orders”, whether through a Workday Order Form under a Cover Contract or Statement of Work under a Professional Services Agreement and Cover Contract).

6. QUANTITY GUARANTEE

This Master Agreement does not constitute a purchase order and does not guarantee that any purchases will be made by any Eligible Organization. MHEC is under no obligation to make affirmative efforts to facilitate or induce purchases under this Agreement. The quantity of Services that may be purchased is undetermined. Any estimated quantities provided, whether based on historical data or other means, are intended solely as a guide and shall not be considered a representation or commitment by MHEC or any Eligible Organization. This Agreement is non-exclusive. Both MHEC and Eligible Organizations retain the right to procure Services from other sources during the term of this Agreement.

7. ORDER OF PRECEDENT

In the event of any conflict between the terms and conditions of this Agreement and an Eligible Organization’s state or institutional laws or regulations, the Eligible Organization and the Provider may enter into an addendum to amend the terms and conditions of the Agreement to ensure compliance with such laws and regulations.

Similarly, an Eligible Organization participating in this Agreement may enter into a separate supplemental agreement with the Provider to define additional service requirements beyond those outlined in the Agreement, such as invoice requirements, ordering procedures, or specialized delivery needs.

Any such addendum or supplemental agreement shall:

1. Be in writing;
2. Be signed by the authorized representatives of both the Eligible Organization and the Provider; and
3. Apply exclusively between the parties to the addendum or supplemental agreement.

In the event of a conflict among documents, the following order of precedence shall apply:

- A. A mutually agreed upon Statement of Work (“SOW”) or Service Level Agreement (“SLA”);
- B. An executed addendum, excluding Orders, between the Eligible Organization and the Provider;
- C. License terms applicable to the software license or software service purchased under this Agreement;
- D. The terms and conditions of this Master Agreement, including the documents incorporated into this Master Agreement such as the Cover Contract and the Professional Services Agreement, and also including any MHEC-Provider addenda and its Exhibits; and
- E. The list of Products and Services contained in the Order.

8. PROCURING ELIGIBLE ORGANIZATION

Refers to an Eligible Organization which desires to purchase under this Agreement and has executed an Order.

9. ORDER

Refers to an Eligible Organization's purchase order or other ordering document, including the Cover Contract (a sample version is attached as Exhibit A: Cover Contract) evidencing its agreement to procure Services from Provider pursuant to this Agreement.

10. WORKDAY SUBSCRIPTION AND ANCILLARY SERVICES

Precision Task Group, Inc. (the "Provider") serves as the authorized reseller of Workday Software-as-a-Service (SaaS) solutions and services offered under the MHEC Next Generation Higher Education ERP System of Systems MHEC-RFP-04182024. As an authorized reseller, Provider enables Eligible Organizations to procure Workday's cloud-based ERP applications and related ancillary services using competitively bid pricing and a cooperative contract framework. Procuring Eligible Organizations may request proof of certification with any Order.

A. Cover Contract

Provider offers a one Cover Contract (a sample version is attached as Exhibit A) approach where Procuring Eligible Organizations can procure Workday Subscription and Ancillary Services along with Providers Professional Services under one Cover Contract. To accomplish this, Provider and Procuring eligible Organization would enter into Exhibit A: Cover Contract that would serve as a cover/umbrella contract and incorporate both the Exhibit C: Workday EUSA with Workday Order Forms (Exhibits D and E) and Exhibit B: Provider's Professional Services Agreement (PSA) and Statement of Work (SOW). The Cover Contract may reflect either Workday Subscription and Ancillary Services, Professional Services or both.

B. Workday End User Subscription Agreement (EUSA)

To procure Workday SaaS solutions through Provider, each eligible entity must have an executed Cover Contract with Provider, which incorporates by reference the Workday End User Subscription Agreement (EUSA) (the current version of the EUSA is attached as Exhibit C: Workday End User Subscription Agreement (EUSA)) through its link in the Order Form. The EUSA governs the terms of access, use, and rights for the Workday platform.

1. Eligible Organizations without an EUSA: Provider will coordinate the onboarding process. Eligible Organizations must complete the EUSA negotiation process in parallel with PTG's reseller engagement through the Cover Contract.
2. Eligible Organizations with an Existing EUSA: If a separate negotiated EUSA with Workday exists between Eligible Organization, that license agreement will control and will apply according to its terms and conditions. Provider will reference the existing EUSA when facilitating new orders and issuing updated Subscription Order Forms under the Agreement.

Workday maintains responsibility for approving, maintaining, and enforcing the terms of the EUSA directly with each Eligible Organization.

C. Ordering Documents

After the Cover Contract and EUSA are negotiated, Provider, acting as the reseller, will facilitate the following:

1. Workday Order Form (a sample version attached as Exhibit D: Workday Subscription Order Form and Exhibit E: Workday Training Order Form): Lists the selected SaaS applications (SKUs), subscription term, pricing, FSE count, payment terms, any applicable expansion rights, and the Ancillary Services purchased.

The Order Form is required for a complete subscription and must be executed by the Procuring Eligible Organization and Provider.

D. Product Line

Procuring Eligible Organizations may procure Workday SaaS applications from the following Product Lines, as facilitated under PTG's reseller engagement:

1. Human Capital Management: Core Human Capital Management, Help, Journeys, and Cloud Connect for Benefits.
2. Talent Management: Talent Optimization, Recruiting, Learning, Messaging, HiredScore and Cloud Connect for Learning.
3. Payroll: Workday Payroll for the United States
4. Workforce Management: Time Tracking, Absence, and Scheduling.
5. Financial Management: Core Financials, Grants Management, Projects, VNDLY, Auditoria, Strategic Sourcing and Expenses.
6. Spend Management: Procurement, Supplier Contract Management, and Sourcing.
7. Adaptive Planning
8. Analytics and Reporting: People Analytics, Prism Analytics Enterprise, and Prism Analytics Capacity Unit.
9. Student:
10. Workday Peakon Employee Voice: Standalone product line focused on employee engagement, sentiment analysis, and continuous listening.
11. Platform and Product Extensions Includes: Media Cloud, Extend, Integration Cloud and API Connectors, and Platform tools for data transformation and custom objects.
12. Contract Intelligence Custom AI Models
13. Additional Workday Services -Workday Success plans, Training credits, Learn on Demand etc.

Procuring Eligible Organizations may also procure Workday Ancillary Services resold by Provider:

1. Workday Subscription and SKU Management: Subscription and pricing coordination for Workday SaaS services using FSE-based metrics and Order Forms.

2. Workday Learn On-Demand Libraries and Training Credits: Access to modular training for HCM, Payroll, Financials, and Technical modules.
3. Workday Success Plans and Advisory Add-ons: Enablement of optional support plans directly with Workday to expand institutional access to resources and tenant management tools.

E. Workday Subscription and Ancillary Services Price List

Refers to the complete list of Workday SKU's and the corresponding pricing structure for the procurement of Workday Software-as-a-Service (SaaS), Ancillary Services (such as Workday Training and Workday Success Plans), and Professional Services facilitated by Provider under the Agreement as Exhibit C: Workday Price List.

For any custom Services that are not included on the Services List, the prices for such Services purchased under this Agreement will be mutually agreed upon by Provider and Procuring Eligible Organization and as set forth in the Order or an applicable SOW or negotiated agreement. The Services List is set forth as Exhibit F: Workday Price List and may be modified from time to time, any changes must be within the scope of the Next Generation ERP Higher Education System of Systems MHEC-RFP-04182024 award.

11. PROFESSIONAL SERVICES

Refers to the comprehensive range of Professional Services, separate from Workday Subscription and Ancillary Services, offered by the Provider as a certified Workday Services Partner, and Services are performed by Provider's consultants. These Services are made available for purchase by Eligible Organizations under the terms of this Agreement.

Procuring Eligible Organization and Provider will negotiate Exhibit B: Professional Services Agreement (PSA) and a Statement of Work (SOW). The SOW, which is developed by the Procuring Eligible Organization and Provider after the finalization of the PSA, to describe all required services to implement and configure Workday, as well as agree on schedule, deliverables, project milestones, fees and payment schedule for the professional services.

The Provider's proposal focuses on Workday SaaS implementation, post-deployment support, and strategic advisory services, tailored to support institutions at various stages of the ERP lifecycle, including:

A. Workday ERP Implementation Services

1. Workday Tenant Configuration and Deployment: Implementation of HCM, Financials, Payroll, Analytics, and other subscribed Workday modules, including environment setup, testing, and cutover planning.
2. Data Migration and Conversion Services: Transfer of legacy data into Workday using repeatable and tested methodologies to ensure data integrity and security.
3. Integration Services: Deployment of APIs and pre-built Workday connectors for third-party systems, including student systems, identity providers, and financial tools.

4. Security and Compliance Configuration: Design and implementation of user roles, data access policies, and audit configurations in line with institutional and regulatory requirements.
5. Testing and Validation Support: Support for system integration testing (SIT), user acceptance testing (UAT), and performance testing, in coordination with the institution.
6. Project Management and Delivery Oversight: Engagement and oversight of the implementation process using Workday's methodology, with dedicated project managers and delivery leads.

B. Post-Deployment Support Services

1. Hypercare Support: Intensive post-go-live support to address early user issues and ensure system stabilization.
2. Application Management Services (AMS): Optional long-term support for managing, optimizing, and expanding the Workday tenant, including feature enablement and tenant health reviews.
3. Optimization and Continuous Improvement: Ongoing enhancements to configurations, integrations, and processes based on evolving institutional needs.

C. Advisory and Change Management Services

1. Organizational Change Management and Readiness: Strategies to support stakeholder engagement, resistance mitigation, leadership alignment, and communication.
2. Training Strategy and End-User Enablement: Design and delivery of training programs using Workday Learning and Workday Adaptive Kits to support successful adoption.
3. Strategic Planning and Readiness Assessments: Pre-implementation assessments to guide scope, timeline, and resourcing aligned with institutional readiness.

12. PROFESSIONAL SERVICES LIST

Refers to the list of Professional Services (Exhibit G: Professional Services Price List) and the corresponding prices for those Professional Services made available for purchase by Eligible Organization under this Agreement Exhibit E: Professional Services List. The Professional Services List contains a description of the work, roles, level and maximum hourly rates for each Services. For any custom Professional Services that are not included on the Professional Services List, the prices for such Professional Services purchased under this Agreement will be mutually agreed upon by Provider and Procuring Eligible Organization and as set forth in the Order or an applicable SOW or negotiated agreement. Provider may propose revisions to the Professional Services List during the term of this Agreement, subject to review and approval by MHEC. Any revisions must maintain or improve the rate, discounts and benefits offered to Eligible Organizations.

13. PAYMENT PROVISIONS

- A. Acceptance.

For any Professional Services or implementation activities performed by Provider, acceptance criteria will be established and agreed upon in writing within the applicable Statement of Work between the Procuring Eligible Organization and the Provider. A Procuring Eligible Organization shall determine whether all Professional Services, delivered meet the Provider's applicable contractual requirements pursuant to a Statement of Work. No payment shall be made for any Services until the Procuring Eligible Organization has accepted the Services in writing pursuant to a Statement of Work.

Unless otherwise agreed upon between the Procuring Eligible Organization and Provider, the Procuring Eligible Organization shall, within thirty (30) calendar days from the date of completion of Services, issue a written notice of acceptance, partial acceptance, or rejection of the Services. If the Procuring Eligible Organization fails to provide such notice within the specified timeframe and has not identified any deficiencies, the Services shall be deemed accepted.

If the Services are found to be non-conforming or deficient, the Provider shall, at its own expense, correct the deficiencies and resubmit the Services for acceptance within a mutually agreed-upon timeframe.

Notwithstanding the foregoing, the Workday Service and Workday Ancillary Services (i.e. Training, Workday Success Plan) are not subject to acceptance criteria as these Workday Service and Ancillary Services are subscription-based and accepted upon the effective date of the applicable Order Form.

B. Payment of Invoice.

Invoices shall be submitted to the Procuring Eligible Organization in accordance with the invoicing requirements of the applicable Order or Statement of Work (SOW). Payments shall be remitted to Provider at the address shown on the invoice.

Payment shall be tendered to Provider within forty-five (45) calendar days from the date of the invoice unless a good faith dispute exists regarding any portion of the invoice. In the absence of a good faith dispute and after the forty-fifth (45) day from the date of the invoice, unless mutually agreed otherwise, interest shall be paid on the unpaid balance due to Provider at the rate of one and one-half percent (1½%) per month or the maximum rate allowed by the applicable state laws of the Procuring Eligible Organization, whichever is greater, unless otherwise mutually agreed in writing.

The Procuring Eligible Organization shall make a good faith effort to process and remit payment within forty-five (45) calendar days after the invoice date.

C. Dispute Notice.

Procuring Eligible Organization shall make a good faith effort to notify Provider of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute ("Dispute Notice") or in accordance with the applicable state laws of the Procuring Eligible Organization.

Tender of a Dispute Notice does not relieve the Procuring Eligible Organization of its obligation to pay the undisputed portion of any invoice subject to a Dispute Notice. Any invoiced amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of the Provider shall be paid promptly upon resolution, with interest accruing from

the original due date, in accordance with the Section 12. Payment Provisions, B. Payment of Invoice.

D. Payment of Taxes.

The prices listed under this Agreement do not include applicable sales, use, excise, or similar taxes. The Procuring Eligible Organization shall reimburse the Provider for any and all taxes and/or duties assessed against or payable by the Provider in connection with the sale of Services, except for taxes imposed upon the Provider's net income. Unless the Procuring Eligible Organization provides proof of tax exemption, taxes will be additive to the contracted price.

14. REIMBURSEMENTS

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Provider in performance of an Order under this Agreement, may be reimbursed with prior written approval from Procuring Eligible Organization's authorized representative. Provided that Provider shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided for in the current U. S. General Services Administration "GSA" Per Diem Rates or pursuant to Procuring Eligible Organization reimbursement policies.

15. WARRANTY

The applicable warranties to the Workday Service and Ancillary Services and the Professional Services are governed by the Workday End User Subscription Agreement (EUSA), and Professional Services Agreement (PSA).

16. TERMINATION

This Agreement may be canceled by either the Provider or MHEC at any time without cause during its term upon ninety (90) days written notice to the other Party. The inability of the Provider to provide sufficient Products or Services at the expected service level and/or to perform Services on a timely basis may serve as grounds for an Order or contract termination. Deficient performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity, inefficient work, and poor workmanship may, without limitation, constitute grounds for immediate termination of an Order under this Agreement by Procuring Eligible Organization or this Agreement by MHEC. MHEC and Eligible Organization also reserves the right to remove from participation in Services associated with this Agreement any Provider's employee and/or subcontractor whose conduct is deemed unsatisfactory by MHEC or Eligible Organization. Termination of this Agreement shall in no way limit the Parties' remedies at law and equity.

17. NON-APPROPRIATIONS

This provision applies only to publicly funded Eligible Organizations. Any resultant Order is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Procuring Eligible Organization may terminate its obligations if sufficient appropriations are not made by the governing entity to pay amounts due. In the event of non-appropriations, the Provider shall be notified in writing of such non-appropriation at the earliest opportunity. The Eligible Organization must seek such funding in good faith prior to a termination for

non-appropriation. Eligible Organization, in its sole discretion, shall determine whether such funding is available.

18. INDEMNITY, GENERAL, AND INTELLECTUAL PROPERTY

The Provider shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of this Agreement, except for that liability and loss arising from the acts or omissions of MHEC.

The Provider shall indemnify, defend and save harmless Eligible Organization and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of this Agreement, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to anything provided to MHEC or Procuring Eligible Organization by the Provider pursuant to this Agreement, the Provider shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and authorized use of any products or services under this Agreement .

Such intellectual property indemnification shall be governed by the applicable agreements for each component of the Provider's offering:

- A. The Cover Contract governs indemnification obligations related to the resale of Workday subscription and ancillary services.
- B. The Workday End User Subscription Agreement (EUSA) governs intellectual property indemnification for the Workday Subscription and ancillary Services provided under an Order form.
- C. The Professional Services Agreement (PSA) governs indemnification for Workday related implementation and consulting services.

Each of these agreements sets forth the specific indemnity terms, conditions, procedures, and remedies applicable to its respective scope of work. For clarity, the intellectual property indemnity provisions apply solely to their respective scopes and are in addition to the general indemnity obligations outlined above.

19. LIMITATION OF LIABILITY

The terms and conditions serving to limit the liability in the Cover Contract and other contractual documents hereunder which serve to limit the liability of the Provider that are not in accordance with the Eligible Organizations state law are rejected and do not become a part of this Agreement. Any limitation of liability shall not apply to indemnification obligations under this Agreement or to damages resulting from personal injury or tangible property damage.

To confirm, a limitation of liability may be negotiated and agreed upon between the Provider and Procuring Eligible Organization at the Order level through an Order Form, subject to applicable state laws.

20. BACKGROUND CHECKS

At the sole discretion of the Eligible Organizations, Provider may be requested to provide user background checks, depending on the information systems Provider accesses or types of data Eligible Organization provides. Provider then must submit the required background check information to Eligible Organization in a timely manner. Provider will perform background investigations within the scope of the Providers current standard policies and practices for any Provider employees or subcontractors entering upon an Eligible Organization premise, where legally acceptable and culturally permissible.

21. INSURANCE

Provider, at its own expense, shall maintain appropriate levels of insurance as required by the Procuring Eligible Organization and if requested, certificates of insurance shall be delivered to Procuring Eligible Organization prior to commencement of any work. The insurance company shall be licensed in the applicable state in which work is being conducted or as otherwise required by the Procuring Eligible Organization. Provider shall give the Procuring Eligible Organization a minimum of thirty (30) days' notice prior to any modifications or cancellation of policies. Unless otherwise agreed to between Eligible Organization and Provider, Provider will maintain the following insurance limits while performing any services under this Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the Eligible Organization's State and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage, (d) Cyber Insurance: In the event Provider will host data, or provide for the hosting of data through a third-party entity, Provider shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Provider or Eligible Organization, an immediate response in the event of a data breach, including meeting all notification obligations of Provider and Eligible Organization and in the event the data breach involves personal information, available free credit monitoring for any affected individual for a minimum period of one year and shall provide copies of certificates of insurance to Eligible Organization if requested.

Procuring Eligible Organization is responsible for managing compliance with the requirements of this Section 20. and/or their institutional requirements, and may require additional coverage consistent with applicable law, regulation, or policy. Provider shall require all subcontractors performing any work to maintain coverage as specified.

22. CONFIDENTIALITY

As an instrumentality of state government, MHEC is subject to Public Record laws. As such, any provision that requires the terms of the contract, or specific information obtained during the term of the contract,

to be kept confidential must be removed or modified to include "to the extent permitted by the law of relevant state." At a minimum, similar modifications may be required for public Eligible Organizations.

23. USE OF FEDERAL CONTRACTS OR GRANTS

Where Federal Contracts or Grants provide funding to Eligible Organizations, compliance with all applicable federal procurement standards, including 2 CFR § 200, is required. This includes but is not limited to certification and disclosures ensuring that Provider is not debarred, suspended, or proposed for debarment by the Federal Government. For purchases exceeding the simplified acquisition threshold, Provider must furnish this certification in writing as part of the procurement process. Eligible Organizations are responsible for retaining documentation to demonstrate compliance with federal requirements.

24. COMPLIANCE WITH APPLICABLE LAWS

- A. Provider warrants that both in submission of its proposal and performance of this Agreement Provider shall comply with federal laws, rules and regulations applicable to Subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the government in such circumstances are incorporated into this Agreement by reference.
- B. Provider warrants and agrees to abide by all applicable federal and state laws, regulations and Executive Orders pertaining to equal opportunity. In accordance with such laws, regulations, and executive orders, Provider agrees that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap. If Provider is found to be not in compliance with applicable federal or state requirements during the life of this Agreement, Provider agrees to take appropriate steps to correct these deficiencies.
- C. Provider warrants that in submission of its proposal of this Agreement that Provider will comply with all applicable federal, state, and local laws, regulations, rules, and/or ordinances. Provider warrants that it shall comply with all Laws in connection with its performance of this Agreement. "Laws" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

25. NON-DISCRIMINATION

Provider agrees to abide by all applicable federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Provider and all its Subcontractors shall agree that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Provider shall comply with federal and state laws, rules, and regulations applicable to Subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

26. FERPA AND OTHER PRIVACY LAWS

Where applicable to the scope of Services Provider is providing, and only to the extent directly applicable to Provider and its Services, Provider agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable federal and state privacy laws to the extent applicable to any Service provided to Eligible Organizations. To the extent an Eligible Organization discloses any information to Provider subject to the aforementioned privacy laws, Eligible Organization agrees to advise Provider of the disclosure of such information; and Eligible Organization represents and warrants to Provider that it has obtained any required consents to disclose such information. In addition, to the extent that Provider becomes a Business Associate as defined in HIPAA, both Provider and Eligible Organization acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

27. ACCESSIBILITY

Provider agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Products and Services provided by Provider shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.1 AA or higher (available at <https://www.w3.org/WAI/intro/wcag.php>) or if required by law a higher standard. Provider also agrees to ensure accessibility across other digital formats, including mobile applications and digital documents, as applicable. Upon request, Provider shall provide documentation verifying accessibility conformance. Provider shall, at no additional cost, cooperate with Eligible Organizations to promptly respond to and remediate any reported accessibility issues or complaints. As updates or upgrades are made to products or services, Provider shall develop functionality that maintains or improves accessibility and, upon request, provide documentation describing how such changes affect accessibility and usability. Workday's Documentation includes Workday's Accessibility in Workday Applications document, which summarizes the Service's compliance with the regulations promulgated under Section 508 of the U.S. Rehabilitation Act and is updated on a periodic basis to reflect updates in the Service. The Service is accessed via the Internet and Customer is responsible for providing any adaptive technology needed by Authorized Users to utilize the Internet. Provider shall make the current version of Workday's accessibility documentation available to Eligible Organization upon request and appropriate contractual confidentiality commitments.

28. DATA OWNERSHIP

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Provider will use Eligible Organization's data only for the purpose of fulfilling its duties under this Agreement or an Order under this Agreement, and for Eligible Organization's sole benefit, and will not share such

data with or disclose it to any third-party without the prior written consent of Eligible Organization or as otherwise required by law.

29. DEBARMENT AND SUSPENSION

Provider represents and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any government department or agency. If the Provider is unable to make this certification, it must provide MHEC and/or the Eligible Organization with a written explanation detailing the circumstances. Furthermore, Provider shall promptly notify MHEC if it becomes debarred or suspended at any point during the term of this Agreement.

30. RECORDS AND AUDIT

Provider shall retain and maintain all records and documents relating to this Agreement for six (6) years after final payment under an Order made by the Procuring Eligible Organization, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization, (including the procurement officer or designee), and appropriate governmental authorities with Eligible Organization's state at all reasonable times. For purposes of this Master Agreement, this provision is not intended to apply to Workday, Inc.

31. FORCE MAJEURE

Neither Provider nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

32. EXPORT LAW

Provider and Eligible Organization acknowledges that any software, technical information, products, or other deliverables provided to Eligible Organization via this Agreement may be subject to the U.S. Export Administration Regulations. Provider and Eligible Organization agree to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

33. CONFLICT OF INTEREST

Provider warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Provider agrees that if an organizational conflict of interest is discovered during the term of this Agreement, it will provide disclosure to MHEC that shall include a description of the action Provider has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Provider, MHEC may, at its sole discretion, cancel this Agreement.

34. SUBCONTRACTORS

Provider shall have the right to use Subcontractors to provide the Services described in this Agreement. If Provider elects to use Subcontractors in the performance of custom professional Services under this Agreement, upon request, Provider will provide a list of such Subcontractors in the associated Statement of Work (SOW). Notwithstanding the foregoing, the use of such Subcontractors shall not release Provider from performing its obligations under this Agreement. Provider shall be liable for any damage or loss resulting from personal injury or damage to tangible property arising from the acts or omissions of its Subcontractor while performing services pursuant to this Agreement.

35. ASSIGNMENT

Neither Party will assign its rights or delegate its obligations under this Agreement, in whole or in part, without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation by that Party will be null, void and of no effect; provided, however, that either Party may upon written notice assign this Agreement to another successor company pursuant to a corporate merger or reorganization or the sale or transfer of all or substantially all of its stock or assets. This Agreement will be binding upon and inure to the benefit of Provider and MHEC and their successors and permitted assigns. Nothing in this Section 34. Assignment shall preclude Provider from employing a Subcontractor in carrying out its obligations under this Agreement. Provider use of such Subcontractors will not release Provider from its obligations under this Agreement.

36. MHEC NOT LIABLE FOR ELIGIBLE ORGANIZATION

MHEC is not liable to Provider for the failure of any Procuring Eligible Organization to make any payment or to perform otherwise fully pursuant to the terms and conditions of an Order and/or this Agreement. Provider, in its sole discretion, may discontinue selling Services to any Eligible Organization who fails to make payments or otherwise fully performs pursuant to the terms and conditions of this Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under this Agreement. An Eligible Organization shall not be responsible or liable for any other Eligible Organization that executes its own Order under this Agreement.

37. INDEPENDENT CONTRACTORS

MHEC and Provider acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement. Provider and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Provider has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein.

38. VENDOR REPRESENTATIVE

Provider shall assign a senior level representative who shall be the primary MHEC contact for all matters related to all sales and marketing efforts of this Agreement.

39. NOTIFICATION

Between the Parties: Whenever under the terms of this Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile, email, or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

To MHEC:	Precision Task Group, Inc.:
105 Fifth Avenue South	9801 Westheimer Road
Suite 450	Suite 803
Minneapolis, Minnesota 55401	Houston, TX 77042
Attn: Nathan Sorensen, Senior Director of Government Contracts Email: nathans@mhec.org Phone: 612-677-2767	Attn: Jessica Villarreal Rios Email: Jessica.Rios@ptg.com Phone: 713-787-1151

Changes to the above information will be given to the other Party in a timely fashion.

Between Eligible Organization: Notices shall be sent to Eligible Organization’s business address. The term “business address” shall mean the “Bill to” address set forth in an invoice to Eligible Organization.

40. MARKETING

Provider will assist MHEC in the development and implementation of appropriate marketing strategies including seminars, printed material, and a full service, online MHEC-specific website to receive information on the Services, and prices, and to place orders. Mutual review and evaluation of the marketing plans will be done, at a minimum, during annual reviews. The Provider should exhibit the willingness to develop marketing materials and participate in opportunities that are available.

41. ANNOUNCEMENTS AND PUBLICITY

No Provider providing services to MHEC, or to the Eligible Organizations, shall appropriate or make use of the name or other identifying marks or property of MHEC or Eligible Organization in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

42. OVERSIGHT COMMITTEE

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and provider in developing and refining the implementation of this Agreement in the Regional Compact Member States. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise Provider on the effectiveness of its

implementation progression. Unless otherwise specified by MHEC, there will be an annual meeting between successful Provider and MHEC and members of the oversight committee to perform a business review. In addition, Provider must attend on-site meetings on an ad hoc basis if requested by MHEC to address contract performance issues.

43. CONTRACT ADMINISTRATION FEE (CAF)

MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this Agreement. Provider shall include a Contract Administrative Fee (CAF) of one-and-one half percent (1.5%) of the total net sales for the corresponding three month quarter period. The CAF shall not reduce the discount or rebates offered to the Eligible Organizations. The Provider will be responsible for submitting the CAF with the Quarterly Report.

44. QUARTERLY REPORT

Provider must submit business activity reports each quarter. The Quarterly Report must include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Vendor name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name
- Customer Type (Higher Education, K-12, Government (state agencies, cities, counties, local subdivisions))
- Address
- City
- State
- Zip Code
- Purchase Order Number
- Product Description
- Date Shipped or Delivered to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- \$ Savings
- Reseller (if applicable)

Quarterly Reports and Contract Administration Fees shall be submitted by the end of the preceding month after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1	(January 1 March 31)	Due April 30
Calendar Quarter 2	(April 1 to June 30)	Due July 31
Calendar Quarter 3	(July 1 to September 30)	Due October 31
Calendar Quarter 4	(October 1 to December 31)	Due January 31

45. ENFORCEMENT OF AGREEMENT

A Party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

46. SEVERABILITY

If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

47. GOVERNING LAW

As between MHEC and Provider, this Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota; and venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

As between Eligible Organization and Provider, this Agreement or any Order placed under this Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

As between Eligible Organization, MHEC, and Provider, this Agreement or any Order placed under this Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

48. SOVEREIGN IMMUNITY

Notwithstanding anything to the contrary in this Agreement or Order under this Agreement, this Agreement shall not be construed to deprive an Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by Eligible Organizations' state laws applicable to Eligible Organization.

49. SURVIVAL

Certain paragraphs of this Agreement, including but not limited to those concerning order of precedence, indemnification, limitation of liability, confidentiality, and data ownership, shall survive the expiration or termination of this Agreement. Software license, warranty and service agreements, and non-disclosure agreements entered into under the terms and conditions of this Agreement shall likewise survive the expiration or termination of this Agreement.

Any Order, Statement of Work, or other binding agreement issued pursuant to this Agreement, prior to this Agreement's expiration or termination, shall remain in full force and effect for the duration specified in such Order, Statement of Work or other binding agreement issued pursuant to this Agreement. The terms and conditions of this Agreement shall continue to govern such Orders or Statements of Work until their respective completion, expiration, or termination.

50. AMENDMENTS

Except as provided in Section 6. Order of Precedent; this Agreement shall only be amended by the written instrument executed by the Parties.

51. SCOPE OF AGREEMENT

This Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

52. INVALID TERM OR CONDITION

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

53. MISCELLANEOUS

All Parties to this Agreement may retain a reproduction of this Agreement in electronic form (e.g., PDF, scanned image, or digital facsimile), and such electronic version shall be deemed an original and admissible in any proceeding to enforce the terms of this Agreement. The execution of this Agreement by electronic means, including DocuSign or other trusted digital signature platforms, shall be deemed valid and binding as if originally signed in ink.

The Provider must execute this Master Agreement with MHEC prior to accepting or fulfilling any Order issued by a Procuring Eligible Organization. Except as otherwise provided herein, any amendments or modifications to this Agreement must be in writing and signed by both Parties. Any additional

terms contained in a Procuring Eligible Organization’s ordering documents shall be of no force or effect unless expressly agreed to in writing.

The Parties, through their authorized representatives executing this Agreement, affirm that they have the authority to enter into this Agreement and agree to be bound by its terms.

	Midwestern Higher Education	Precision Task Group, Inc.
	DocuSigned by: Commission	DocuSigned by:
Signature:	<i>Susan Heegaard</i> <small>F12C8485BF0B4B5...</small>	<i>Michael Baudler</i> <small>18BA6C83322745E...</small>
Name:	Susan Heegaard	Michael Baudler
Title:	President	Chief Financial Officer
Address:	105 Fifth Avenue South Suite 450	9801 Westheimer RD #803
	Minneapolis, Minnesota, 554401	Houston, Texas, 77042
Date:	February 11, 2026 3:20 PM PST	February 13, 2026 7:50 AM PST

EXHIBIT A

**COVER CONTRACT BETWEEN
[CUSTOMER NAME]
AND PRECISION TASK GROUP, INC.
UNDER THE MIDWESTERN HIGHER EDUCATION COMPACT MASTER AGREEMENT
#####**

THIS COVER CONTRACT (the "Cover Contract") is made this _____ day of _____, 202_, by and between the [CUSTOMER NAME] (the "Customer"), and Precision Task Group, Inc. (the "Provider" or "Reseller") under the terms and conditions of the Midwestern Higher Education Compact Master Agreement ##### (the "Master Agreement").

WHEREAS, the Customer is desirous of having the Provider resale the Workday Subscription and Training, as herein described, through the Order Forms P##### and P##### and provide the implementation services under the PTG Professional Services Agreement for Workday Professional Services and its related Statement of Work.

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Cover Contract, the Customer and the Provider agree as follows:

1. The Customer and the Provider agree to the following documents, which are incorporated herein by reference:

1. Subscription Order Form P#####, including the Workday End User Subscription Agreement (the "EUSA").
2. Training Order Form P#####
3. Professional Services Agreement for Workday Professional Services ("PSA").
 - a. Statement of Work.

2. Governing Law & Venue.

This Cover Contract shall be governed and construed in accordance with the law of [STATE] without reference to its conflict of laws and/or provisions. The parties agree that the venue for litigation arising from this Cover Contract, a purchase order or any contract entered into subsequent to the execution of this Cover Contract shall be in the state and/or federal, as applicable, courts of [COUNTY] County. In the event of any litigation the prevailing party shall have the right to recover its reasonable attorney's fees and costs.

3. Public Information Act and Open Meetings Act. Provider expressly acknowledges that the City is subject to the [APPLICABLE STATE OPEN RECORDS LAW], as amended, and notwithstanding any provision in this Cover Contract to the contrary, Customer will make any information related to this Cover Contract, or otherwise, available to third parties in accordance with the [STATE OPEN RECORDS LAW]. Any proprietary or confidential information marked as such provided to the Customer by Provider shall not be disclosed to any third party, except as directed by the State Attorney General in response to a request for such under the [STATE OPEN RECORDS LAW], which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of this Cover Contract are not proprietary or confidential information, however certain terms such as pricing, Workday information, and proprietary and confidential information within or relating to the Subscription Order Form, Training Order Form, EUSA, and Statement of Work may be confidential or trade secrets. Provider expressly acknowledges that the Customer is subject to the [APPLICABLE STATE OPEN RECORDS LAW], as amended, and notwithstanding any provision in this Cover Contract to the contrary, Customer will comply

with the provisions of the [APPLICABLE STATE OPEN RECORDS LAW] in relation to this Cover Contract.

4. Certain State Law Requirements for Contracts. The contents of this Section are required by [STATE] Law and are included by Customer regardless of content. For purposes of [STATE LAW], Provider hereby verifies that Provider and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

a.[STATE LAWS]

5. Payment Terms. Subscription Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. Except where indicated otherwise on an applicable Order Form, Professional Services Agreement or Statement of Work, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Provider will send all Customer invoices electronically (by email or otherwise). All fees are quoted and payable in United States Dollars and are based on access rights acquired and not actual usage. Customer shall provide Provider with complete and accurate billing and contact information including a valid email address. Upon Provider's request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to accounting@ptg.com.

6. Termination.

(a) Term. The term of this Cover Contract shall exist through the term of the Subscription Order Form and any resulting renewals.

(b) Termination for Cause. Either party may terminate this Cover Contract if (a) the other party breaches any material provision of this Cover Contract, fails to cure this breach within thirty (30) calendar days from the party's receipt of a breach notice; (b) to the extent permitted by law, the other party or any entity affiliated to the other party by common control becomes insolvent, files for bankruptcy, makes an assignment to its creditors, is appointed a trustee or receiver, is generally unable to pay its debts or is declared bankrupt; or (c) the other party infringes, misappropriates or otherwise violates the non-infringing party's Intellectual Property Rights or any of its licensors/suppliers.

(c) Termination for Convenience. For clarity, termination for convenience rights are not afforded to the Subscription and Training Order Forms. Termination for convenience rights for the Professional Services are governed by the Professional Services Agreement. A termination of the Professional Services Agreement and/or a Statement of Work will not cause a termination of the Order Forms.

(d) Effect of Termination. Upon the termination this Cover Contract: (i) the due dates of all outstanding invoices to Provider for the Subscription, Training and Professional Services will automatically be accelerated so they become due and payable on the date of termination or expiration, even if longer terms had been provided previously and (ii) each party will promptly return to the other party all Confidential Information, as defined in the applicable PSA or EUSA, of the other party in its possession or control.

7. Indemnification

7.1 Provider Indemnity. Provider shall defend Customer, as Provider's expense, from any third party Claim against Customer alleging that the use of the Service as contemplated under this Cover Contract infringes or misappropriates such third party's Intellectual Property Rights and Provider shall indemnify and hold Customer harmless against any Losses relating to such third party Claim. "Claim" means any claim, demand, suit, or other legal proceeding made or brought against a party to this Cover Contract. "Intellectual Property Rights" means any and all common law, statutory and other intellectual property rights, such as copyright, trademarks, trade secrets, patents and other proprietary rights issued, honored or

enforceable under any applicable laws anywhere in the world, and inclusive of all moral rights related thereto.

7.2 Conditions. The indemnitor's obligations in Section 7.1 are conditioned on the indemnitee (a) promptly giving written notice of the third-party Claim to the indemnitor (although a delay of notice will not relieve indemnitor of its obligations under this Section 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 third-party Claim (although indemnitor may not settle any third-party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to indemnitor, at indemnitor's cost, all reasonable assistance.

7.3 Exceptions. Provider shall have no liability for Claims or Losses to the extent arising from (a) modification of the Service by anyone other than Provider; (b) use of the Service in a manner inconsistent with this Cover Contract or Documentation (c) use of the Service in combination with any other product or service not provided by Provider. "Losses" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

7.4 Continued Use of the Service. If Customer is enjoined from using the Service or Provider reasonably believes it will be enjoined, Provider 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 Provider, then the applicable Service may be terminated at either party's option and Provider's sole obligation and liability related to the subject matter of this Section 7, in addition to the indemnification obligations herein, shall be to refund any prepaid fees for the applicable Service that was to be provided after the effective date of termination.

7.5 Exclusive Remedy. Section 7.1 states Provider's exclusive remedies and Provider's sole obligations related to the subject matter of this Section. These remedies are offered by Provider in addition to the remedies provided by Workday under the EUSA.

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) EITHER PARTY'S RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, OR (iii) CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS COVER CONTRACT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER THIS COVER CONTRACT DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE.

8.2 EXCLUSION OF DAMAGES EXCEPT FOR PROVIDER'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS IN SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS SHALL NOT BE CONSIDERED PROVIDER'S LOST PROFITS.

9. Pre-printed terms of a purchase order are not applicable to this Cover Contract.

10. The persons executing this Cover Contract on behalf of the parties certify that he or she has the

legal and organizational authority to do so.

Signature Page Follows

IN WITNESS THEREOF, the parties hereto have executed this Cover Contract as of the day and year first above written.

[CUSTOMER NAME]

By:
Date:
Title:

PRECISION TASK GROUP, INC.

By: Michael Baudler
Date:
Title: Chief Financial Officer

EXHIBIT B

PTG Professional Services Agreement for Workday Professional Services

This PTG Professional Services Agreement for Workday Professional Services (this “**PSA**”), dated as of [DATE] (the “**Effective Date**”), is by and between Precision Task Group, Inc., a Texas corporation, with offices at 9801 Westheimer Road, Suite 803, Houston, Texas 77042 (“**Provider**”) and the [CUSTOMER], with its address at [ADDRESS] (“**Customer**” and together with Provider, the “**Parties**”, and each a “**Party**”). This Agreement is entered into under the terms and conditions of the MHEC Master Agreement # ##### (the “**Master Agreement**”) and the Cover Contract entered into by and between the Parties and made effective [DATE] (the “**Cover Contract**”), which are incorporated herein by reference.

WHEREAS, Provider is a reseller of certain Workday products and professional services under the Cover Contract;

WHEREAS, Customer desires to retain Provider to provide certain professional services, and Provider is willing to perform such services under the terms and conditions of Cover Contract and those hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and Customer agree as follows:

1. Professional Services.

1.1 Provider and Workday Obligations. Provider shall provide Professional Services (“**Professional Services**”) through itself and/or by its subcontractor, Workday, Inc. or other subcontractor (*referred to as “**Workday Subcontractor**” while Workday, Inc. shall individually be referred to as “**Workday**” or **Workday, Inc.**”), to perform the Professional Services in the form, type and manner provided in one or more statements of work that refer to this Agreement and upon execution by the parties are made a part hereof (each a “**Statement of Work**”).*

1.2 Customer Obligations. Customer shall use the Professional Services solely for its internal business purposes in accordance with the Statement of Work and not for the benefit of any third parties.

1.3 Change of Scope. During a project in a Statement of Work, new information may surface that may necessitate a change in business requirements resulting in a change in project scope, the estimated level of effort, project timeline, or the software’s features. Upon Customer’s request, such changes, and the associated fees for additional Professional Services to be provided, will be described in a document (a “**Change Order**”). Due to the complexity of some project Change Orders, Provider may bill the Customer for the time required to scope and estimate the requested change by Workday Subcontractor. Provider will advise Customer of the cost estimate if such a charge will apply. A completed Change Order includes the

requested change, the impact on the current engagement under the applicable Statement of Work, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Provider, either directly or through Workday Subcontractor, will submit the Change Order to Customer for review and approval. Proposed Change Orders will remain valid for a period of ten (10) business days from the date of submission. If Customer does not approve the Change Order within the ten (10) business days, and Provider has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval by Provider, Workday Subcontractor will begin performing the Professional Services described in the Change Order according to the agreed-upon schedule under the applicable Statement of Work as may be modified by the Change Order.

1.4 Cooperation. Customer will cooperate with Provider and Workday Subcontractor, will provide Provider and Workday Subcontractor such assistance as Provider and Workday Subcontractor may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the pertinent Statement of Work, including performing its obligations in accordance with any schedule set forth in a Statement of Work. Customer will appoint a Customer contact to the Provider and Workday Subcontractor project manager responsible for the project. This contact, or a designated alternate, must be available on site or by phone at all times that Professional Services are being provided and shall be knowledgeable with respect to the pertinent Statement of Work. Customer will provide Provider and Workday Subcontractor accurate and complete information necessary for the implementation of the Professional Services. Customer agrees to pay Provider's then-current standard rates for any remedial work resulting from inaccurate or incomplete information provided by Customer. During the course of performance of this Agreement, Customer agrees to notify the Provider's project manager of any problem, deficiency or dissatisfaction with respect to the Professional Services or work being performed by Provider and Workday Subcontractor, any Deliverable or any employee or contractor of Provider or Workday Subcontractor. Customer shall so notify the project manager as soon as any such problem, deficiency or dissatisfaction is suspected or perceived by Customer. Customer acknowledges and agrees that if any phase of Provider's or Workday Subcontractor's scheduled Professional Services as set forth in the pertinent Statement of Work is delayed by more than 48 hours by any act or omission of Customer, including but not limited to Customer's failure to fulfill its obligations listed in this Section 1.4 or to make payments, the scheduled completion of the Professional Services or individual phases of the Professional Services as set forth in the pertinent Statement of Work may be delayed. In such event, the parties agree that any cost, schedule or milestone set forth in the pertinent Statement of Work will be adjusted accordingly. Customer will not be responsible for any extension period that is caused by circumstances solely within Provider's or Workday Subcontractor's control.

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

2. Fees and Expenses.

2.1 Fees and Payment. In consideration of the provision of the Professional Services by the Provider and the rights granted to Customer under this Agreement, Customer shall pay the fees set forth in the applicable Statement of Work with fees pursuant to the Provider's then current fee schedule on the Master Agreement Product and Pricing List. Payment to Provider of such fees and the reimbursement of expenses pursuant to this Section 2 shall constitute payment in full for the performance of the Professional Services. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty days of date of Provider's invoice received by Customer. Provider may send all Customer invoices electronically (by email or otherwise).

2.2 Expenses. Customer shall reimburse Provider for all reasonable pre-approved expenses and necessary travel and living expenses incurred by Provider in the performance of the Professional Services under this Agreement. Upon Customer's written request, Provider will submit supporting expense documentation and copies of receipts to Customer for expenses over Seventy-Five United States Dollars (\$75).

2.3 Non-cancelable & non-refundable. Unless the Statement of Work expressly states otherwise and except as specified under Section 5 of this Agreement, obligations for Professional Services are non-cancelable and associated fees are non-refundable and non-transferable and cannot be used as a credit toward any other amounts due to PTG. If travel is required, Customer shall reimburse Provider for all reasonable and necessary travel and living expenses incurred by Provider and Workday Subcontractor.

2.4 Overdue Payments. If Customer's account is more than thirty (30) days past due (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by Law, Provider reserves the right to suspend the Professional Services, without liability to Customer, until such amounts are paid in full. In such event, completion of the Professional Services or a particular phase thereof may be delayed and the schedule, costs or milestones for particular Professional Services will be adjusted by Provider to reflect any required changes.

2.5 Taxes. All Professional Services fees invoiced pursuant to this Agreement are payable in full and without reduction for Transaction Taxes and/or foreign withholding taxes (collectively defined as "Taxes"). Customer is responsible for paying all Taxes imposed on the Service provided under this Agreement. PTG's Professional Services fees do not include in its price any Transaction Taxes, which can include local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively defined as "Transaction Taxes"). If PTG has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the first paragraph of this Agreement which will be used as the ship-to address on the Statement of Work, and invoiced to and paid by Customer, unless Customer provides PTG with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Proprietary Rights.

3.1 All right, title and interest to all Workday Intellectual Property vests in Workday. Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein. Subject to the foregoing, Workday grants Customer a royalty-free, non-exclusive, non-transferable license to use any Workday Intellectual Property incorporated into the Deliverables solely for its internal purposes in connection with its authorized use of the Service as set forth in the Agreement. The above license is subject to the “Restrictions” under the Proprietary Rights section of the Agreement, which shall apply to Customer’s use of all Deliverables, except that “Deliverables” shall replace and supersede “Service” and “Service or Documentation” as used in those provisions.

3.2 License to the Third Party Intellectual Property. Subject to Section 3.1 above, and through the authorization of Workday, Provider, grants to Customer a royalty-free, nontransferable and nonassignable term license to access and to use the Workday Intellectual Property that Workday Subcontractor incorporates into a Deliverable provided to Customer hereunder. Customer may only use the Deliverables in connection with its authorized use of the Workday software as a service application(s), as such is defined pursuant to the separate and independent Order Form and related subscription agreement and exhibits under the Cover Contract between the Provider and the Customer and only during the Term set forth therein.

3.3 PTG Intellectual Property. Notwithstanding anything herein to the contrary, all intellectual property rights in all pre-existing PTG materials, ideas, concepts, knowledge, techniques, methods and works (“PTG IP”) and derivative works of such PTG IP and other deliverables and developments made, conceived, created, discovered, invented or reduced to practice in the performance of this Agreement are and shall remain the sole and absolute property of PTG, and PTG retains all moral rights therein. This Agreement does not grant Customer or MHEC any license to any of the PTG IP. Customer agrees that it shall not directly or indirectly reproduce or replicate any PTG IP. Further, Customer shall destroy all PTG IP it maintains in its systems following the completion an Statement of Work.

3.4 Customer Ownership. As between PTG, Workday Subcontractor, Workday and Customer, all Customer Confidential Information, and all Personal Data supplied by Customer, its Employees or Authorized Parties, shall be, and remain, the property of Customer.

4. Confidential Information.

4.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement, except with the other party’s prior written permission.

4.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable standard of care).

4.3 **Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement provided the disclosing party provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

4.4 **Remedies.** If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to it, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

4.5 **Exclusions.** Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. PII shall not be subject to the exclusions set forth in this Section.

5. Warranties & Disclaimers.

5.1 **Warranties.** Each party warrants that it has the authority to enter into this Agreement. Provider warrants that it and Workday Subcontractor shall perform the obligations described in each Statement of Work in a professional and workmanlike manner.

5.2 **Warranty Remedies.** In the event of a breach of the foregoing warranty, set forth in Section 5.1, If PTG and Workday Subcontractor fails to do so, PTG and Workday Subcontractor shall correct deficiencies at no additional charge to Customer, provided Customer gives PTG and Workday Subcontractor written notice of any such deficiencies within thirty days of delivery by PTG and/or Workday Subcontractor. In the event PTG and Workday Subcontractor is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, PTG shall refund Customer prorated amounts paid for the defective portion. The remedies set forth above shall be Customer's sole remedy and PTG's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this Agreement and Customer elects to terminate this Agreement for such material breach in accordance with Section 8 hereof.

5.3 **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE APPLICABLE STATEMENT OF WORK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PTG 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. IN ADDITION, PTG DOES NOT WARRANT THAT ANY OF THE PROFESSIONAL SERVICES OR DELIVERABLES PROVIDED UNDER THIS PSA WILL BE ERROR FREE OR UNINTERRUPTED. THE PROFESSIONAL SERVICES

PROVIDED BY PTG WORKDAY SUBCONTRACTOR ARE ADVISORY ONLY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED.

6. **Infringement and Indemnification.** PTG shall defend, indemnify and hold Customer harmless against any claim, demand, suit, or other legal proceeding made or brought against a party to this PSA in connection (“Claims”) made or brought against Customer by a third party alleging that the use of any Deliverable as provided to Customer under this Agreement or any Statement of Work hereto and used in accordance with this Agreement and Documentation, infringes any third party’s Intellectual Property Rights; provided, that Customer (a) promptly gives written notice of the Claim to PTG and Workday; (b) gives PTG and Workday control of the defense and settlement of the Claim (provided that PTG and Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to PTG and Workday, at PTG or Workday’s cost, all reasonable assistance. Notwithstanding the foregoing, PTG shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than Workday, or (z) arises from use of a Deliverable in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Deliverable or PTG or Workday reasonably believes it will be enjoined, PTG and Workday shall have the right, at their option, to obtain for Customer the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to PTG or Workday, then this Agreement may be terminated at either party’s option and PTG’s sole liability shall be to refund any fees paid by Customer for such Deliverable.

7. **Limitation of Liability.** The limitation of liability for this Agreement is included in the Cover Contract.

8. **Term and Termination.**

8.1 **Term.** The term of this Agreement shall commence on the Effective Date hereof and end upon termination in accordance herewith. This Agreement will remain in effect throughout the Term of the EUSA and is conterminous with the EUSA unless otherwise terminated in accordance with this section.

8.2 **Termination.** Customer may terminate this Agreement at any time by giving PTG fifteen (15) days prior written notice of termination. Notwithstanding any other provision to the contrary, termination or breach of this Agreement or a Statement of Work hereunder by either party for any reason shall not terminate nor give that party the right to terminate the Agreement or any Order Forms thereto. Except as set forth in a Statement of Work, PTG, at it or Workday’s discretion, may terminate this Agreement or any Statement of Work by giving Customer fifteen (15) days prior written notice in the event: (i) Customer repeatedly fails to timely and accurately perform its obligations under this Agreement or a Statement of Work, or (ii) the information provided by Customer, or lack thereof, to PTG or Workday is materially inaccurate. Termination of a Statement of Work shall be as set forth in the applicable Statement of Work. Upon termination of any Statement of Work, PTG will immediately cease performance of all Professional Services thereunder and Customer shall pay PTG within thirty (30) days of the effective date of termination for all Professional Services performed by PTG

and Workday Subcontractor and travel and living expenses incurred up to the cessation of such Professional Services. All provisions of this Agreement shall survive any termination or expiration of the EUSA and/or this Agreement, except for (i) PTG's obligations to provide Professional Services, and (ii) Customer's rights and licenses to use any Deliverables and any other Workday Intellectual Property with the Deliverables. No termination or expiration of any Statement of Work will relieve Customer from making any payments due or payable prior to the effective date of such termination or expiration.

8.3 Surviving Provisions. All provisions of this Agreement shall survive any termination or expiration of this Agreement, except for: Section 1.1, and Section 3.2. All Statement of Work's in effect upon the date of termination of this Agreement shall continue in full force or effect unless earlier terminated in accordance with their respective terms.

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

9. Miscellaneous.

9.1 Deletion of Professional Services Data. Workday Subcontractor will delete the Professional Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday Subcontractor will not be required to remove copies of the Professional Services 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 Subcontractor will continue to protect the Professional Services Data in accordance with the Agreement.

9.2 Processing and Security of Personal Data Processed by Workday. To the extent services are performed by Workday, the Workday Universal Security Exhibit will apply to this Agreement as if fully set forth herein. The Workday Universal Data Processing Exhibit will apply to the processing of Personal Data as part of the Professional Services provided by Workday.

9.3 Relationship of Workday Subcontractor. Workday Subcontractor 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 Customer and Workday Subcontractor. There are no third-party beneficiaries to this Agreement.

9.4 Use of Subcontractors. In the course of providing the Professional Services and/or Deliverables hereunder, PTG may, in its discretion, draw on the resources of and subcontract to third parties ("**Workday Subcontractor**"). In such instances, Customer agrees that PTG may provide information PTG receives in connection with this Agreement to the applicable Workday Subcontractor for the purpose of the Professional Services and related administration. In addition, excluding claims for bodily injury or death of any person or

damage to real and/or tangible personal property caused by recklessness and/or willful misconduct, Customer agrees not to bring or enforce a claim of any nature relating to this Agreement or any of the Professional Services or Deliverables against any Workday Subcontractor, nor any partner, principal or personnel of such Workday Subcontractor.

9.5 For clarity, this Agreement does not amend, supplant, or in any other way impact the Master Agreement, Workday EUSA, the Cover Contract or any Orders issued thereunder; rather it applies solely to Customer's procurement of Professional Services from Provider. Unless otherwise defined herein, capitalized terms used in this Agreement and applicable exhibits have the same meaning as set forth in the EUSA. In the event of a conflict between any Statement of Work, this Agreement, and the EUSA, the following order of precedence shall control: (1) Statement of Work, (2) this Agreement, and (3) the EUSA.

9.6 Entire Agreement. The Master Agreement, Cover Contract and this Agreement, including all exhibits and addenda hereto and all Statement of Work 's and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of this Agreement shall take precedence over provisions of the body of the Cover Contract and over any other exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Statement of Work, the terms of such exhibit, addendum or Statement of Work shall prevail. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures.

10. Definitions

10.1 Definitions.

10.2 "Confidential Information" means (a) Personally Identifiable Information; (b) each party's business or technical information, including but not limited to any information relating to software plans, designs, documentation, training materials, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the

receiving party knows or should reasonably know is confidential or proprietary; and (c) the terms, conditions and pricing of this Agreement (but not its existence or parties).

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

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

10.5 “File Transfer Server” means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Professional Services Data between Customer and Workday for implementation purposes.

10.6 “Intellectual Property Rights” means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

10.7 “Laws” means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

10.8 “EUSA” means the Workday End User Subscription Agreement a part of the subscription order form between the Customer and Provider to facilitate Workday’s provision of the Workday Service to Customer.

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

10.10 “Personally Identifiable Information” or “PII” means any and all individually identifying information related to former, current or prospective employees, consultants, contingent workers, independent contractors or retirees of Customer that is accessed, disclosed, provided, obtained, created, generated, scanned, entered, collected or processed in connection with the Professional Services.

10.11 “Professional Services Data” means electronic data or information that is provided to PTG and/or Workday Subcontractor under this Professional Services Agreement for the purpose of being input into the Workday Service, or Customer Data accessed within or extracted from the Customer’s tenant to perform the Professional Services.

10.12 “Professional Services Fees” means all amounts invoiced and payable by Customer for Professional Services.

10.13 “Workday Intellectual Property” means the recommendations, ideas, techniques, know-how, methodologies, designs, programs (including custom-developed programs), technical information, development tools, processes, integrations, enhancements, training, specifications, configurations, implementation, data conversions, workflows, performance capabilities, and all other documents, information, and material developed or co-developed by Workday, including all Intellectual Property Rights therein.

10.14 “Workday Service” means the applicable Workday software-as-a-service application and Improvements (as described in the Workday Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services and Non-Workday Content, meaning a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

10.15 “Workday Web Services” are an industry-standard set of integration services that enable the exchange of data between the Workday Service and third-party systems used by Workday, Inc. customers.

IN WITNESS WHEREOF, this Agreement is agreed to by the parties below and entered into as of the Effective Date.

[CUSTOMER NAME]

Precision Task Group Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

STATEMENT OF WORK



END USER SUBSCRIPTION AGREEMENT

This End User Subscription Agreement (“**Agreement**”) shall apply exclusively to Workday Service(s) that you are ordering through Reseller. These terms shall control and take precedence over any conflicting terms in a Reseller agreement or any other contract, request for quote, terms and conditions, or statement of work in scope. This Agreement is considered part of any agreement or quote issued by Reseller and Customer hereby agrees to this Agreement as it relates to the Workday Service(s).

1. Provision of Service. Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement. The Service is provided in U.S. English. Notwithstanding anything contained in any Contract Vehicle or other Reseller Agreement, the Workday Services shall perform according to the Documentation.

1.1 Invoices & Payment. Subscription Fees and all other fees due to Reseller hereunder will be invoiced for an amount and with payment terms as per Customer’s Agreement with Reseller, and in a format specified by the applicable Reseller Agreement, including any additional payment instructions or deviations. Unless otherwise detailed in an applicable Order Form, all fees are based on access rights acquired and not actual usage.

1.2 Suspension for Non-Payment. Except where prohibited by Law or applicable Contract Vehicle, and except with respect to charges subject to a reasonable and good faith dispute, if Reseller has failed to make payment on behalf of Customer’s account for more than thirty (30) days past due, in addition to any other rights or remedies Workday may have under this Agreement or by Law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full, or until Customer has requested novation of this Agreement to Workday.

1.3 Taxes. Except when Customer has a valid tax exemption certificate authorized by the appropriate taxing authority, Customer is responsible for paying to Reseller all Taxes imposed on the Service or any other services provided under this Agreement. Customer agrees to assist Reseller in providing Workday with a valid reseller certificate where required for tax exemption purposes. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer’s address as provided to Workday by Reseller.

2. Customer Obligations. Customer shall have sole responsibility for (a) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; (b) the accuracy, quality, and legality of all Customer Content, and shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use; (c) any Non-Workday Content it installs, uses, or enables; and (d) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer’s access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or Workday or its suppliers in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.



3. Proprietary Rights.

(a) Customer Ownership. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights.

(c) Customer Input. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

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

4. Confidentiality. Except as provided otherwise, each party (the "**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) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Discloser for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 (a) shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal; (b) this Section 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) are superseded by this Agreement with respect to confidentiality obligations.

5. Protection and Security of Customer Content and Privacy.

5.1 Security Program. Workday maintains a security program that conforms to the Workday Security Exhibit.

5.2 Third-Party Certifications and Audits. Workday maintains Audit Reports as set forth in the applicable Product Terms. Through Workday's customer self-service systems or upon Customer's written request, Workday shall make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

5.3 Privacy. Personal Data will only be processed in accordance with the Data Processing Exhibit.



5.4 Unauthorized Disclosure. If Reseller, Customer, or Workday becomes aware of a Security Breach, that party must promptly notify the other parties, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall 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, shall 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 applicable subscription Order Term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer shall use commercially reasonable efforts to notify Workday in writing, and provide a copy of the notice to Reseller, no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (1) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday, with a copy provided to Reseller, in accordance with the notice provisions of this EUSA or as required by Contract Vehicle. The Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty is termination of the applicable Service. Unless agreed to in writing, or as required by Contract Vehicle, notice to Reseller of a warranty defect shall not constitute notice to Workday under this paragraph.

6.1 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT 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 IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

7. Indemnification.

7.1 Workday Indemnity. Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 Customer Indemnity. To the extent permitted under applicable Law, Customer shall defend Workday, at Customer's expense, from any third-party Claim against Workday arising from: (a) Customer Content; (b) data submitted by Customer, its Affiliates or its Authorized Parties pursuant to its use of the Service as contemplated under this Agreement, infringes or misappropriates such third-party's Intellectual



Property Rights; or (c) violations by Customer, its Affiliates or Authorized Parties of the AUP, and Customer shall indemnify and hold Workday harmless against any Losses relating to such third party Claim.

7.3 Conditions. The indemnitor's obligations are conditioned on the indemnitee: (a) promptly giving written notice of the third party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section 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 third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

8. Limitation of Liability.

8.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OR (B) WORKDAY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL WORKDAY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER CUSTOMER'S AGREEMENT WITH RESELLER FOR THE SERVICE DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE.

8.2 EXCLUSION OF DAMAGES. EXCEPT FOR WORKDAY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

9. Term. The Term of this Agreement shall be as described in the Reseller Agreement or Contract Vehicle. Termination by Customer shall be as specified in the Reseller Agreement, except that nothing in the Reseller Agreement may confer termination rights to the Workday Service or obligate Workday beyond the rights specified in this Section 9.

9.1 Termination by Workday. If not otherwise prohibited by Contract Vehicle, Workday may terminate this Agreement upon thirty (30) days prior written notice to Customer of a material breach by the Customer or Reseller if such breach remains uncured at the expiration of such notice period. In the event this Agreement is terminated, all Order Forms are simultaneously terminated. In the event of a breach by Reseller, and provided Customer is in compliance with all terms of this Agreement, Workday will agree in good faith to negotiate a novation as specified in Section 9.8 (Novation to Workday) to allow Customer to continue using the Service. This provision shall not apply to Federal Customers.

9.2 Suspension. Workday may temporarily suspend Customer's access to, or use of, the Services if Workday believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; or (b) Customer is accessing or using the Services to commit an illegal act; or (c) Customer is accessing or using the Services in a way that is prohibited by or inconsistent with the service description contained in an applicable Order Specification. When reasonably practicable and lawfully permitted, Workday will provide Customer with advance notice of any such suspension. Workday will use reasonable efforts to re-establish the Services promptly after Workday determines that the issue causing the suspension has been resolved. During any suspension period, Workday will make Customer Content available. Any suspension under this paragraph shall not excuse payment as required by the applicable Contract Vehicle or Reseller Agreement.



9.3 Effect of Termination. Upon any expiration or termination of this Agreement, all Order Forms shall immediately terminate and Customer shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled “Retrieval of Customer Content” and “Transition Period before Final Termination”) and shall also cease accessing Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Reseller prior to the effective date of termination. Additionally, termination for any reason other than Workday’s uncured material breach or as allowed by Reseller Agreement or Contract Vehicle, shall not relieve Customer of the obligation to pay all future amounts due except as detailed in the applicable Contract Vehicle or Reseller Agreement.

9.4 Transition Period before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday or Reseller prior to any such termination for a one-time transition period, Workday will continue to provide the Service for up to three (3) months after the effective date of such termination (the “**Transition Period**”), subject to the terms and conditions of this Agreement. Monthly fees for the Transition Period will be quoted through Reseller. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of this Agreement was due to Customer’s breach, Workday has no obligation to perform under this section unless it receives from Reseller (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.5 Transition Consulting Services. During a Retrieval Period or Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer’s internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee quoted through Reseller that is based on Workday’s then-current rates for consulting services and such services will be set out in a statement of work. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for Customer’s breach, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed by Reseller and (ii) prepayment of fees for further services by Reseller.

9.6 Retrieval of Customer Content. Upon Customer’s written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content (“**Retrieval Period**”). After such Retrieval Period and subject to Workday’s legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting Customer’s applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content 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 shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for extraction in a machine readable format as described in the Documentation.

9.7 Surviving Provisions. The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) Section 1 “Provision of Services” and (ii) those provisions granting Customer access to any SKU(s) and services referenced in any applicable Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

9.8 Novation to Workday. This End User Subscription Agreement and all applicable Order Forms may be novated to Workday: (1) Upon mutual agreement between Customer, Reseller and Workday; or (2) if Reseller has failed to pay the applicable subscription fees, there is a material threat of Reseller’s bankruptcy or insolvency, or is otherwise in breach of its Agreement to Workday, to Customer, or to the applicable Contract Vehicle, and upon mutual agreement between Customer and Workday. Such



novation shall be memorialized in a separate, mutually agreed upon novation agreement between the parties. The term of the novated agreement, which will become a Main Subscription Agreement as between Customer and Workday, shall be for whatever subscription period was remaining on Reseller's Agreement or as otherwise negotiated. Workday and Customer's obligations and terms and conditions shall be limited to those specified in this End User Subscription Agreement, including all applicable Order Forms, or as otherwise negotiated in the novation agreement. Any other Terms and Conditions or obligations contained in Reseller's Agreement unrelated to performance of the Service or applicable fees shall remain as between Customer and Reseller, and Workday shall have no obligation to fulfill any additional requirements or services to Customer. This provision shall not apply to Federal Customers.

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. This agreement, when attached to Reseller's contract with Customer, is designed to create a mutual third-party beneficiary relationship between Workday and Customer. No other third-party beneficiary relationships shall be considered a part of this agreement unless otherwise explicitly identified.

10.2 Insurance. Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (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; (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; and (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. Limits for (1) Employers Liability only, and (2) may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions.

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 first class mailing. Notices to Workday shall be sent to its General Counsel at legal@Workday.com or other contact indicated by the Reseller. Notices to Customer shall be sent to the address provided by Reseller. Each party may modify its recipient of notices by providing notice pursuant to this Agreement either directly or through communication with Reseller.

10.4 Background Check. Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under this Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

10.5 Code of Conduct. Workday has a published code of conduct available on its public web site with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.



10.6 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.7 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, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively) ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within fifteen (15) days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

10.8 Assignment. Except as specified in Section 9.8 (Novation to Workday), neither Customer nor Reseller may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (an "**M&A Assignment**") so long as the assignee agrees to be bound by all of the terms of this Agreement in an amendment to this Agreement and all past due fees are paid in full or otherwise accounted for in the amendment. In no event shall Customer have the right to assign this Agreement to a direct Competitor of Workday. In the event of an M&A Assignment, the non-assigning party shall be entitled to request from the assignee information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. This provision shall not apply to Federal Customers.

10.9 Governing Law.

- a. Except as otherwise provided for in Paragraph a, this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflict of law thereof that would require the application of the laws of any other state or jurisdiction.
- b. Process may be served on either party by first-class registered mail, as well as in any other manner authorized by applicable law or court rule. Neither the UCITA nor the United Nations Convention on Contracts for International Sale of Goods will apply to this Agreement, except as expressly adopted herein.

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

10.11 Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly Service Availability or Service Response commitments described in the SLA (a "Failure"), Customer may request the following remedies from Reseller no later than six months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service



Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) a 30% Service Credit for a fourth Failure. In this Agreement, “**Service Credit**” means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall direct Reseller to deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Reseller who will pass on the Credit to Customer. The remedies in this section are the Customer’s exclusive remedies for any Failure.

10.12 Publicity. Except as set forth herein, Workday shall not use Customer’s name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer’s name in lists of customers and on its website, including, but not limited to, Workday’s community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer’s name in a verbal format.

10.13 Miscellaneous. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. 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.

11. Definitions.

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this Main Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

“**Audit Reports**” means the most recently completed security audit reports prepared by Workday’s independent third party auditor and other security relevant assessment reports for the applicable Service as identified in the Product Terms, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

“**AUP**” means the acceptable use policy for the applicable Service located at <https://community.workday.com/aup>, which also incorporates by reference acceptable use policies of applicable Workday Subprocessors.

“**Authorized Parties**” means Customer’s or an Affiliate’s Workers and third party providers who are authorized by Customer (a) in writing, (b) through the Service’s security designation, or (c) by system integration or other data exchange process to access Customer’s Instance or receive Customer Content.

“**Claim**” means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

“**Confidential Information**” means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Content; (c) each party’s business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the disclosing party as “confidential” or “proprietary” or the receiving party knows or should reasonably know is confidential or



proprietary; and (d) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

"Contract Vehicle" means a consortium or government wide acquisition contract that Workday is either a party to directly, or which Workday has allowed Reseller to use to sell Workday Services, and, if applicable, has been incorporated in the Reseller Agreement.

"Customer Content" 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 users 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/universal-contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday's Data Processor obligations under the DPE.

"Documentation" means the current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

"Enhanced Features" shall have the same meaning as set forth in the applicable Product Terms.

"Federal Customers" means a Customer that is a US federal entity, a US public sector entity (including, but not limited to state and local government, a public institution of higher education, or a government owned utility company) or a federal contractor.

"Improvements" means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, 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.

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

"Intellectual Property Rights" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

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

"Loss" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

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

"Non-Workday Content" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.



“Order Form” means the commercial form that Workday uses to conduct its business in the customary course of its business or the equivalent document used by Reseller to convey the pricing and SKUs being purchased by Customer. An order form may contain product or service descriptions, pricing, or other usage terms. Order Forms, as used in this EUSA, do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

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

“Product Terms” means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after notice to Customer.

“Production” means the Customer’s use of or Workday’s written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer’s books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

“Reseller” means the Contracting entity directly selling Workday Service to Customer.

“Reseller Agreement” means the contract between Reseller and Customer.

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

“Security Exhibit” means the Universal Security Exhibit located at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index/exhibits.html>, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit.

“Service” means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

“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 Production Support and Service Level Availability Policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday’s responsibilities under the SLA.

“Subscription Fees” means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.

“Taxes” means taxes, including local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes.



Addendum A

Public Sector Terms

1. FOIA/FERPA

- a. **FOIA/Public Disclosure Laws.** Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or any state equivalents or other applicable public disclosure Laws. A disclosure by the Customer of Workday's Confidential Information to the extent required by Law shall not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.
- b. **FERPA.** To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("**FERPA**") and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.

2. **Federal Government End Use Provisions.** Workday provides the pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract.

3. **Applicability of Order Forms.** All Workday Services and Subscriptions are provided as described in the applicable Order Form used by Workday in its normal course of business. With regards to Workday's obligations to Customer, the terms applicable to a particular SKU contained on an Order Form is available here: <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>. Any Terms and Conditions on an Order Form that relate to indemnification or payment, or that otherwise conflict with the applicable Contract Vehicle, or that are otherwise prohibited by law, shall not apply to Customer. The description of the service on the Order Form shall take precedence over any conflicting descriptions in a final quote or order even when Customer is not a party to the Order Form, unless Reseller and Customer specifically negotiate otherwise in writing an alternative description, and provided that any conflicting or alternative descriptions shall not be binding on Workday.

4. **Governing Law; Venue.** If Customer is:

- a. U.S. federal government or any agency, department, instrumentality, or entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with U.S. federal law, and jurisdiction and venue shall be as required or permitted by federal law or regulation.
- b. A state government or any agency, department, instrumentality, public university or school system, private university that accepts public funds, public development corporation or authority, or other entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance



with the laws of that state, and jurisdiction and venue shall be as required by the laws of that state.

- c. A local government or any agency, department, instrumentality, public university or school system, public development corporation or authority, or entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of the state where the local government located, and jurisdiction and venue shall be as required by the laws of that state.
5. **Local Law Requirements: Canada.** With respect to Customers domiciled in Canada, the following provisions shall apply: (a) 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. (b) "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

EXHIBIT D

**WORKDAY ORDER FORM P00505680.0
TO THE WORKDAY END USER SUBSCRIPTION AGREEMENT (“EUSA”)
UNDER THE COVER CONTRACT
UNDER THE MHEC MASTER AGREEMENT**

Customer Name	[Customer Name] (hereinafter, the “Customer”)
Reseller Name	Precision Task Group Inc. (hereinafter, the “Reseller”)
Master Agreement Effective Date	[DATE]
Cover Contract Effective Date	[DATE]
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Workday End User Subscription Agreement (EUSA)	This Agreement, including the required system specifications, is subject to and governed by the Base Agreement and the End User Subscription Agreement found at https://www.workday.com/content/dam/web/en-us/documents/legal/workday-end-user-agreement.pdf
Product Terms	Service SKUs are subject to the applicable Product Terms available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html , which are incorporated herein by reference and for which Workday will provide notice of updates by posting updated versions. For clarity, any references to “MSA” or “uMSA” in the Product Terms shall mean the “EUSA”.
Order Form Effective Date	The later of the dates of the parties’ signatures below
Order Term	XXXX XX, XXXX through XXXX XX, XXXX
Currency	USD
Total Fees	XXXX

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Cover Contract, invoiced upon Order Form Effective Date	XXXX
2	Due on First anniversary of the Order Term start date	XXXX
3	Due on the Second anniversary of the Order Term start date	XXXX
	Total Payment Amount	XXXX

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	XXXX XX, XXXX through XXXX XX, XXXX	XXXX
2	XXXX XX, XXXX through XXXX XX, XXXX	XXXX
3	XXXX XX, XXXX through XXXX XX, XXXX	XXXX
	Total Subscription Fee	XXXX

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 Order Term, any increases due to CPI (also defined below) are waived.

This Order Form is subject to and governed by the EUSA, the Cover Contract and the Master Agreement. In the event of a conflict, the provisions of this Order Form take precedence over the EUSA and its exhibits and attachments. In the event of a conflict, the provisions of this Order Form take precedence over the Cover Contract and Master Agreement. All remittance advice and invoice inquiries shall be directed to accounting@ptg.com.

1. Renewal.

Customer may renew this subscription for the Service by notifying Reseller at least 75 days prior to the end of the Order Term and Reseller will generate a new Order Form for a single three-year renewal term (“Renewal Term”) at the below pricing:

Renewal Table

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

The “**Base Subscription Fee**” means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table, minus any annualized fees for Workday Success Plans. If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Renewal fees for the Workday Success Plan will be based on the greater of either the minimum fee or XX% of the annual Renewal fees, as described in the Annual Renewal Subscription Fees table above. 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. Annual Renewal Subscription Fees are valid only if Customer’s Base Subscription Fee is equal to or greater than the Base Subscription Fee defined herein. 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.

2. 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.

3. Workday Success Plans Additional Terms.

Workday Success Plans is described in and subject to the Workday Success Plans Program Terms site (<https://www.workday.com/content/dam/web/en-us/documents/legal/workday-success-plans-accelerate-accelerateplus-plans-program-terms.pdf>) and subject to the terms of the Workday Customer Experience Program Addendum (<https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>). In the event of a conflict between the terms of this Order Form and the terms of either of the Workday Success Plans Program Terms or the Workday Customer Experience Program Addendum, the terms of this Order Form shall control. The Pricing Metric in the table above for Workday

Success Plans is based on the annual Subscription Fees during the Order Term. If Customer purchases additional SKU(s) or Subscription Rights under this Order Form to the EUSA and Master Agreement, an additional fee equal to XX% of the new Subscription Fees will be added for the Workday Success Plan to the new Order Form. The total Workday Success Plan fees assessed on this Order Form, in the amount of XXXX, represent fees associated with the SKU(s) purchased under this Order Form.

4. Growth and Expansion Fees.

Customer agrees to meet the Growth and Expansion reporting processes described in the attached Resale Transaction Customer Order Addendum. The fees due from Customer to Reseller resulting from the Customer’s growth and expansion will be determined as set forth in this section and will be documented in an additional Order Form to be executed by both Customer and Reseller.

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.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	XXXX
All employees not subscribed to any other Payroll Service	XXXX

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	XXXX	XXXX	XXXX
Part-Time Employees	XXXX	XXXX	XXXX
Associates	XXXX	XXXX	XXXX
Former Workers with Access	XXXX	XXXX	XXXX
Total FSE Count:	XXXX		XXXX

FSE Expansion Subscription Fees Table

SKU	Annual FSE Expansion Rate

b. Additional Metric Reporting based on total cumulative number.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer’s full annual entitlement outlined in the Subscription Rights Table.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase

c. 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, reporting at the end of Year 1 is based on Customer’s full annual entitlement outlined in the Subscription Rights Table.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase

Customer Contact Information

	Billing, In Care of <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	Subscriptions Contact <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name		
Street Address City/Town, State/Region/County, Zip/Post Code, Country		
Phone/Fax #		
Email (required)		

IN WITNESS WHEREOF, this Order Form is entered into as of the Order Form Effective Date.

[Customer Name]

Precision Task Group Inc.

Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

RESALE TRANSACTION CUSTOMER ORDER ADDENDUM

Reseller Name	Precision Task Group Inc.
Customer Name	
Customer Address	
Customer Order Term	XXXX XX, XXXX through XXXX XX, XXXX
Tenant (or Instance as applicable) Base Name <i>Tenant Base Name is used to generate Workday tenant URLs.</i>	

This Resale Transaction Customer Order Addendum (this “**Customer Order Addendum**”) must accompany the applicable agreement between Customer and Reseller under which Customer purchases rights to use the Workday Service described below (the “**Reseller-Customer Agreement**”). Nothing in the Reseller-Customer Agreement shall derogate from or contain terms that are less protective to Workday than the terms of any end user subscription agreement with respect to the Subscription Rights and the provision of the Service by Workday to Customer. In the event of a conflict between the Reseller-Customer Agreement and any end user subscription agreement, the end user subscription agreement shall govern exclusively as between the Customer and Workday with respect to the Subscription Rights and the provision of the Service by Workday to Customer. This conflict provision shall not apply to other provisions of an agreement between Reseller and Customer.

Service SKUs identified in the Workday Service SKU Descriptions Addendum below are subject to the Product Terms for the applicable Product Line available at <https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html>, which are incorporated herein by reference and for which Workday will provide notice of updates by posting updated versions. Any Service SKU described in this Customer Order Addendum is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. Use of the Services is subject to the EUSA. “End User Subscription Agreement (EUSA)” means the End User Subscription Agreement located at <https://www.workday.com/content/dam/web/en-us/documents/legal/workday-end-user-agreement.pdf>.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights

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

**The number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for HCM.

Full-Service Equivalent (“FSE”) Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	XXXX
All employees not subscribed to any other Payroll Service	XXXX

Named Support Contacts Table

Number of Named Support Contacts*	XX
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*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.

Contact Information for Customer

	Customer Support <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	Security Contact <i>The Named Support Contact responsible for receiving security notifications.</i>
Contact Name		
Street Address City/Town, State/Region/County, Zip/Post Code, Country		
Phone/Fax #		
Email (required)		

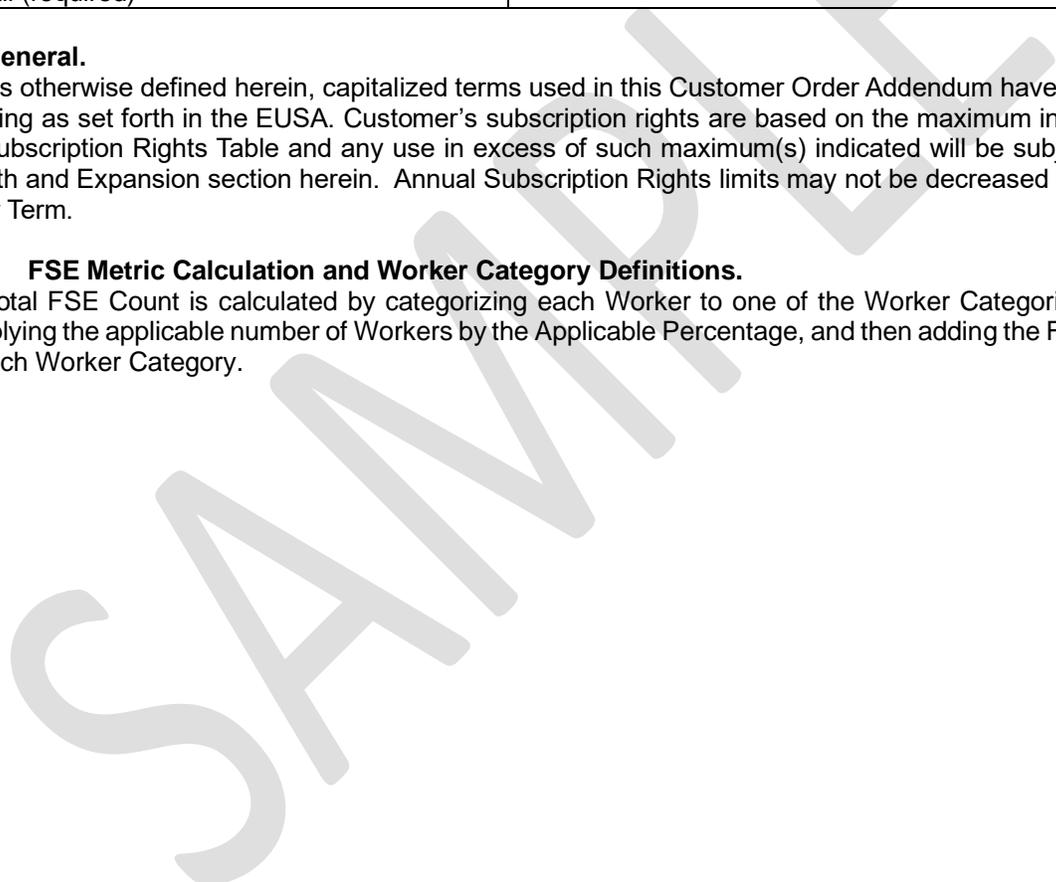
	Initial Named Developer Site Admin
Contact Name	
Phone/Fax #	
Email (required)	

1. General.

Unless otherwise defined herein, capitalized terms used in this Customer Order Addendum have the same meaning as set forth in the EUSA. Customer’s subscription rights are 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	XXXX	XXXX	XXXX
Part-Time Employees	XXXX	XXXX	XXXX
Associates	XXXX	XXXX	XXXX
Former Workers with Access	XXXX	XXXX	XXXX
Total FSE Count:	XXXX		XXXX

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

4. Growth and Expansion Reporting.

A. Annual Reporting Obligation.

Customer will report to Reseller 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 herein, as applicable, as of 90 days (“**Count Date**”) prior to each anniversary of the Order Term start date. If the Annual Reporting Obligation shows amounts higher than those stated in this Customer Order Addendum, the Annual Subscription Rights in the Subscription Rights Table will be adjusted upward for the remainder of the Order Term.

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 to

Reseller the excess Subscription Rights within 30 days of the Growth Event. Any Growth Event adjusts the Annual Subscription Rights indicated in the Subscription Rights Table for the remainder of the Order Term.

C. Workday Success Plans Reporting.

In conjunction with any fees due as a result of the Annual Reporting Obligation or Growth Event Reporting Obligation, additional fees will be added for Workday Success Plan for any excess Subscription Rights.

5. 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 (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). "**Data Limit**" for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the "**Subscription Rights Table**" above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.

WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

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

Service	Product Line	Description

SAMPLE

EXHIBIT E

**ORDER FORM # P00#####.0
TO THE WORKDAY END USER SUBSCRIPTION AGREEMENT (“EUSA”)
UNDER THE COVER CONTRACT
UNDER THE MHEC MASTER AGREEMENT**

Reseller	Precision Task Group, Inc. (hereinafter, the “Reseller”)
Customer Name	[Customer Name] (hereinafter, the “Customer”)
Workday Entity Name	Workday, Inc. (“ Workday ”) 6110 Stoneridge Mall Road Pleasanton, CA 94588
Master Agreement Effective Date	[DATE]
Cover Contract Effective Date	[DATE]
Training Order Term	18 months from the Order Effective Date
Order Effective Date	The later of the dates of the parties’ signatures below
Currency	USD
Total Training Fees	TBD

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Cover Contract, invoiced upon Order Effective Date	TBD
2	Due on first anniversary of the Order Term start date	TBD
	Total Payment Amount	TBD

SKU	Training Offering	Annual Rate	Quantity	Term	Total Training Fees
AK	Adoption Kit	TBD	TBD	TBD	TBD
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	TBD	TBD	TBD	TBD
LODPAY10	Learn On-Demand – Payroll/Absence/Time Tracking Library 10 Initial Users	TBD	TBD	TBD	TBD
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	TBD	TBD	TBD	TBD
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	TBD	TBD	TBD	TBD

SKU	Training Offering	Annual Rate	Quantity	Term	Total Training Fees
PLNTRN10	Adaptive Planning Administrator Training Kit 10 Initial Users	TBD	TBD	TBD	TBD
				Total Training Fees	TBD

SKU	Training Offering	Price Per Credit	Quantity	Total Training Credit Fees
TC	Training Credits	TBD	TBD	TBD
			Total (TC) Training Fees	TBD

Customer Contact Information	Billing, In Care of
Contact Name	
Street Address	
City/Town, State/Region Zip/Post Code	
Country	
Phone/Fax #	
Email (required)	

This Order Form is subject to and governed by the EUSA, Master Agreement, and the Cover Contract. This Order Form incorporates by reference the Training Terms located at <https://www.workday.com/en-us/legal/contract-terms-and-conditions/index.html> (“**Training Terms**”) and the Bulk Training Credit Rates attached hereto as Addendum A (the “**Bulk TC Rates**”). For clarity, any references to “MSA” or “uMSA” in the Product Terms shall mean the “EUSA”. In the event of a conflict between the terms of the EUSA, the Training Terms, this Order Form, the Cover Contract, and the attached Addendum, the order of precedence is (i) this Order Form, (ii) Addendum A (Bulk TC Rates), (iii) the Training Terms, (iv) the EUSA, and (v) the Cover Contract. All remittance advice and invoice inquiries shall be directed to accounting@ptg.com.

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

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

[Customer Name]

Precision Task Group, Inc.

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed

SAMPLE

ADDENDUM A - BULK TRAINING CREDIT RATES

The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD \$
11-25	USD \$
26-50	USD \$
51-75	USD \$
76-100	USD \$
101-249	USD \$
250+	USD \$

SAMPLE

Precision Task Group, Inc.
Workday MHEC Customer Price List May, 2025

SKU Code	SKU Descriptions	Commercial Annual List Price	MHEC Price Subscriptions	MHEC Price Services	MHEC Price Training
CHCM	Core Human Capital Management. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$146.28	\$143.25		
LDPHCM	Core Human Capital Management - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$168.43	\$165.06		
LDPBEN	Benefits - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$15.37	\$15.06		
LDPAM	Absence Management - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$15.37	\$15.06		
LDPACM	Advanced Compensation Management - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$15.37	\$15.06		
WW	Workday Wellness. Please contact Sales@workday.com for product availability information. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$69.00	\$67.62		
LDPWW	Workday Wellness - LDP. Please contact Sales@workday.com for product availability information. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$44.56	\$43.67		
CCB	Cloud Connect for Benefits. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$46.92	\$45.98		
LDPCCB	Cloud Connect for Benefits - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$17.38	\$17.03		
TT	Time Tracking. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$62.56	\$61.31		
LDPDT	Time Tracking - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$69.51	\$68.12		
SC	Scheduling. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$46.92	\$45.98		
LDPSC	Scheduling - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$52.13	\$51.09		
SCLO	Labor Optimization. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$15.64	\$15.33		
LDPSCLO	Labor Optimization - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$17.38	\$17.03		
TLO	Talent Optimization. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$42.93	\$42.07		
LDPLO	Talent Optimization - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$55.70	\$54.99		
LRN	Learning. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$46.92	\$45.98		
LDP LRN	Learning - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$66.84	\$65.50		
CLRN	Cloud Connect for Learning. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$18.86	\$18.48		
LDPCLRN	Cloud Connect for Learning - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$20.94	\$20.52		
MCNF	Media Cloud - No Fee (per FSE, per year)	\$0.00	\$0.00		
REC	Recruiting. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$62.56	\$61.31		
LDPREC	Recruiting - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$69.51	\$68.12		
USP	Payroll for United States. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$117.30	\$114.95		
LDPUSP	Payroll for United States - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$104.27	\$102.18		
STP	Payroll provided by Strada. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$117.30	\$114.95		
LDPSTP	Payroll provided by Strada - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$104.27	\$102.18		
GPC	Global Payroll Connect. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$46.92	\$45.98		
LDPGPC	Global Payroll Connect - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$52.13	\$51.09		
PPLA	People Analytics. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$40.63	\$39.82		
LDPPLA	People Analytics - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$51.24	\$50.22		
HLP	Help. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$46.92	\$45.98		
LDPHLP	Help - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$52.13	\$51.09		
JRNV	Journeys. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$23.46	\$22.99		
LDPJRNV	Journeys - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$26.07	\$25.55		
EMPVCE	Peakon Employee Voice. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$46.92	\$45.98		
LDPEMPVCE	Peakon Employee Voice - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$52.13	\$51.09		
FIN	Core Financials. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$156.40	\$153.27		
LDPFIN	Core Financials - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$206.75	\$202.62		
PLNF	Financial Planning. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$70.38	\$68.97		
LDPPLNF	Financial Planning - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$89.12	\$87.34		
PLNFC	Financial Planning and Consolidation. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$102.12	\$100.08		
LDPPLNFC	Financial Planning and Consolidation - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$129.22	\$126.64		
PLNX	Operational Planning. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$70.38	\$68.97		
LDPPLNX	Operational Planning - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$89.12	\$87.34		
PLNW	Workforce Planning. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$70.38	\$68.97		
LDPPLNW	Workforce Planning - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$89.12	\$87.34		
PRJT	Projects. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$54.74	\$53.65		
LDPPRJT	Projects - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$66.84	\$65.50		
INV	Inventory. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$46.92	\$45.98		
LDPINV	Inventory - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$52.13	\$51.09		
EXP	Expenses. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$46.92	\$45.98		
LDPEXP	Expenses - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$52.13	\$51.09		
PRO	Procurement. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$93.84	\$91.96		
LDPPRO	Procurement - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$104.27	\$102.18		
PB	Project Billing. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$156.40	\$153.27		
LDPBP	Project Billing - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$189.37	\$185.58		
GM	Grants Management. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$78.20	\$76.64		
LDPGM	Grants Management - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$89.12	\$87.34		
PRA	Prism Analytics Enterprise. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$62.56	\$61.31		
LDP PRA	Prism Analytics Enterprise - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$75.75	\$74.24		
CE	Candidate Engagement. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$24.99	\$24.49		
LDPCE	Candidate Engagement - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$27.85	\$27.29		
BYOK	Bring Your Own Key. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$23.46	\$22.99		
LDPBYOK	Bring Your Own Key - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$25.62	\$25.11		
SRC	Strategic Sourcing Enterprise. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$70.38	\$68.97		
LDP SRC	Strategic Sourcing Enterprise - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$78.20	\$76.64		
SVSCPO	Services CPQ. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$125.12	\$122.62		
LDP SVSCPO	Services CPQ - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$151.50	\$148.47		
AIRC	HiredScore AI for Recruiting. Please contact Sales@workday.com for product availability information. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$46.92	\$45.98		
LDP AIRC	HiredScore AI for Recruiting - LDP. Please contact Sales@workday.com for product availability information. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$52.13	\$51.09		
ATM	HiredScore AI for Talent Mobility. Please contact Sales@workday.com for product availability information. This SKU is available for customers with 3,501 or greater FSEs. (per FSE, per year)	\$19.63	\$19.24		
LDP ATM	HiredScore AI for Talent Mobility - LDP. Please contact Sales@workday.com for product availability information. This SKU is available for customers with 3,500 or less FSEs. (per FSE, per year)	\$22.28	\$21.83		
WSS	Workday Student Service (per FTE, per year)	\$166.38	\$163.05		
JRNV-STU	Journeys for Student. This SKU is available for customers with 3,501 or greater FSEs. (per FTE, per year)	\$25.57	\$25.06		
LDP JRNV-STU	Journeys for Student - LDP. This SKU is available for customers with 3,500 or less FSEs. (per FTE, per year)	\$19.95	\$19.55		
CI	Contract Intelligence. This SKU is available for customers with 3,501 or greater FSEs. (1,000 Documents, up to 5 Custom AI Models, per year)	\$70,000.00	\$68,600.00		
LDP CI	Contract Intelligence - LDP. This SKU is available for customers with 3,500 or less FSEs. (1,000 Documents, up to 5 Custom AI Models, per year)	\$40,000.00	\$39,200.00		
CLM	Contract Lifecycle Management. This SKU is available for customers with 3,501 or greater FSEs. (1,000 Documents, up to 5 Custom AI Models, per year)	\$105,000.00	\$102,900.00		
LDP CLM	Contract Lifecycle Management - LDP. This SKU is available for customers with 3,500 or less FSEs. (1,000 Documents, up to 5 Custom AI Models, per year)	\$60,000.00	\$58,800.00		
CIAM-T1	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 1,000 Documents, per year)	\$14,500.00	\$14,210.00		
CIAM-T2	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 2,000 Documents, per year)	\$23,314.00	\$22,847.72		
CIAM-T3	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 3,000 Documents, per year)	\$27,978.00	\$27,418.44		
CIAM-T4	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 4,000 Documents, per year)	\$37,302.00	\$36,555.96		
CIAM-T5	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 5,000 Documents, per year)	\$67,146.00	\$65,803.08		
CIAM-T6	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 10,000 Documents, per year)	\$134,290.00	\$131,604.20		
CIAM-T7	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 20,000 Documents, per year)	\$214,864.00	\$210,566.72		
CIAM-T8	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 50,000 Documents, per year)	\$300,810.00	\$294,793.80		
CIAM-T9	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 100,000 Documents, per year)	\$526,418.00	\$515,889.64		
CIAM-T10	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 250,000 Documents, per year)	\$774,144.00	\$758,661.12		
CIAM-T11	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 500,000 Documents, per year)	\$1,238,630.00	\$1,213,857.40		
CIAM-T12	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the CIAM SKU. Pricing is based on the document tier for the CI SKU. Customers of CI must purchase CIAM for additional increments of 10 Custom AI Models and cannot be combined with other CIAM SKUs. This SKU is available for customers with 3,501 or greater FSEs. (10 Custom AI Models, up to 1,000,000 Documents, per year)	\$1,981,809.00	\$1,942,172.82		
LDP CIAM-T1	Contract Intelligence Custom AI Models. Customer may purchase additional Custom AI Models in increments of 10 respectively under the LDP CIAM SKU. Pricing is based on the document tier for the LDP CI SKU. Customers of LDP CI must purchase LDP CIAM for additional increments of 10 Custom AI Models and cannot be combined with other LDP CIAM SKUs. This SKU is available for customers with 3,500 or less FSEs. (10 Custom AI Models, up to 1,000 Documents, per year)	\$8,333.00	\$8,166.34		

MSG	Messaging. This SKU is available for customers with 3,501 or greater FSEs. (100,000 Messages, per year)	\$20,500.00	\$20,090.00
LDPMMSG	Messaging -LDP. This SKU is available for customers with 3,500 or less FSEs. (100,000 Messages, per year)	\$18,000.00	\$17,640.00
PLNFI	Financial Planning Instance (Additional). Customers of PLNFI must purchase PLNFI for additional Financial Planning Instance. This SKU is available for customers with 3,501 or greater FSEs. (Per Planning Instance, per year)	\$76,500.00	\$74,970.00
LDPLNFI	Financial Planning Instance -LDP (Additional). Customers of LDPLNFI must purchase LDPLNFI for additional Financial Planning Instance. This SKU is available for customers with 3,500 or less FSEs. (Per Planning Instance, per year)	\$50,000.00	\$49,000.00
PLNXI	Operational Planning Instance (Additional). Customers of PLNXI must purchase PLNXI for additional Operational Planning Instance. This SKU is available for customers with 3,501 or greater FSEs. (Per Planning Instance, per year)	\$76,500.00	\$74,970.00
LDPLNWXI	Workforce Planning Instance -LDP (Additional). Customers of LDPLNWXI must purchase LDPLNWXI for additional Workforce Planning Instance. This SKU is available for customers with 3,500 or less FSEs. (Per Planning Instance, per year)	\$50,000.00	\$49,000.00
PLNWXI	Workforce Planning Instance (Additional). Customers of PLNWXI must purchase PLNWXI for additional Workforce Planning Instance. This SKU is available for customers with 3,501 or greater FSEs. (Per Planning Instance, per year)	\$76,500.00	\$74,970.00
LDPLNWXI	Operational Planning Instance -LDP (Additional). Customers of LDPLNWXI must purchase LDPLNWXI for additional Operational Planning Instance. This SKU is available for customers with 3,500 or less FSEs. (Per Planning Instance, per year)	\$50,000.00	\$49,000.00
APLNPI	Adaptive Planning Non Production Instance (Additional). Customers of APLNPI, PLNFI, PLNFC, APLN, APLNP, or APLNC must purchase APLNPI for additional Adaptive Planning Non Production Instance. (Per Planning Instance, per year)	\$4,000.00	\$3,920.00
APLNP	Adaptive Planning Base Plus (30 users included, per year)	\$408,000.00	\$399,840.00
APLNPU	Adaptive Planning Base Plus User (Additional). Customers of APLNP must purchase APLNPU for additional Adaptive Planning Base Plus User. (Per year)	\$4,080.00	\$3,998.40
APLN	Adaptive Planning Base (10 users included, per year)	\$90,000.00	\$88,200.00
APLNJ	Adaptive Planning Base User (Additional). Customers of APLN must purchase APLNJ for additional Adaptive Planning Base User. (Per year)	\$2,750.00	\$2,695.00
APLNC	Adaptive Planning and Consolidation Base (10 users included, per year)	\$110,000.00	\$107,800.00
APLNCU	Adaptive Planning and Consolidation Base User (Additional). Customers of APLNC must purchase APLNCU for additional Adaptive Planning and Consolidation Base User. (Per year)	\$4,000.00	\$3,920.00
PRACU	Prism Analytics Capacity Unit. Customers of PRA must purchase PRACU for additional increments of 10 million Published Data Rows. This SKU is available for customers with 3,501 or greater FSEs. (10 million Published Data Rows, per year)	\$20,400.00	\$19,992.00
LDPPRACU	Prism Analytics Capacity Unit -LDP. Customers of LDPPRA must purchase LDPPRACU for additional increments of 10 million Published Data Rows. This SKU is available for customers with 3,500 or less FSEs. (10 million Published Data Rows, per year)	\$20,400.00	\$19,992.00
PRA-USAGE	Prism Analytics Essentials. This SKU is available for customers with 3,501 or greater FSEs. (10 million Published Data Rows, per year)	\$108,000.00	\$105,840.00
LDPPRA-USAGE	Prism Analytics Essentials -LDP. This SKU is available for customers with 3,500 or less FSEs. (10 million Published Data Rows, per year)	\$92,000.00	\$90,160.00
SRCESS	Strategic Sourcing Essentials. This SKU is available for customers with 3,501 or greater FSEs. (10 users included, per year)	\$152,000.00	\$148,960.00
LDSPRCESS	Strategic Sourcing Essentials -LDP. This SKU is available for customers with 3,500 or less FSEs. (10 users included, per year)	\$99,000.00	\$97,020.00
SRCEXP	Strategic Sourcing Expert. This SKU is available for customers with 3,501 or greater FSEs. (20 users included, per year)	\$353,000.00	\$345,940.00
LDSPRCEXP	Strategic Sourcing Expert -LDP. This SKU is available for customers with 3,500 or less FSEs. (20 users included, per year)	\$229,000.00	\$224,420.00
SRCNT	Strategic Sourcing Intake. This SKU is available for customers with 3,501 or greater FSEs. (Unlimited intake events, per year)	\$40,800.00	\$39,984.00
LDSPRCINT	Strategic Sourcing Intake -LDP. This SKU is available for customers with 3,500 or less FSEs. (Unlimited intake events, per year)	\$27,000.00	\$26,460.00
SRCSM	Strategic Sourcing Supplier Management. This SKU is available for customers with 3,501 or greater FSEs. (Unlimited supplier events, per year)	\$81,600.00	\$79,968.00
LDSPRCSM	Strategic Sourcing Supplier Management -LDP. This SKU is available for customers with 3,500 or less FSEs. (Unlimited supplier events, per year)	\$54,000.00	\$52,920.00
SRCSUR	Strategic Sourcing User (Additional). Customers of SRCESS or SRCEXP must purchase SRCSUR for additional Strategic Sourcing User. This SKU is available for customers with 3,501 or greater FSEs. (Per year)	\$5,100.00	\$4,998.00
LDSPRCSUR	Strategic Sourcing User -LDP (Additional). Customers of LDSPRCESS or LDSPRCEXP must purchase LDSPRCSUR for additional Strategic Sourcing User. (Per year). This SKU is available for customers with 3,500 or less FSEs. (Per year)	\$3,375.00	\$3,307.50
INNSRF	Innovation Services - No Fee	\$0.00	\$0.00
WGC	Workday Government Cloud eligible for HCM, TLO, CCB, USP, TT, REC, PRIT, PRA, PRA-USAGE, PRACU, EXP, FIN, PRO, INV, GM, PB, GPC, XTND, JRN, JRN-STU, WSS, MCFN, LRN, CCLR, LRNX, BYOK, HLP, ACC, SC, SCLO, PPLA. WGC eligible SKUs are published on the FedRAMP marketplace (https://marketplace.fedramp.gov/products/FR2103344623). WGC is not to be combined with WGC-F. (30% of Annual Subscription Fee, excluding Workday Success Plan, per \$100 for purchases exceeding \$93,000)	\$30.00	\$30.00
WGC-F	Workday Government Cloud minimum purchase price and eligible for HCM, TLO, CCB, USP, TT, REC, PRIT, PRA, PRA-USAGE, PRACU, EXP, FIN, PRO, INV, GM, PB, GPC, XTND, JRN, JRN-STU, WSS, MCFN, LRN, CCLR, LRNX, BYOK, HLP, ACC, SC, SCLO, PPLA. WGC eligible SKUs are published on the FedRAMP marketplace (https://marketplace.fedramp.gov/products/FR2103344623). WGC-F is not to be combined with WGC. (applies when 30% of the Annual Subscription Fee, excluding Workday Success Plan, is less than \$93,000)	\$93,000.00	\$93,000.00
WSP-AccelerateEssentials-1	Workday Success Plan Accelerate Essentials for customers who purchase one of either Core HCM or Core Financials. WSP-AccelerateEssentials-1 is not to be combined with other WSP SKU codes. (10% of Annual Subscriptions Fee, excluding Workday Government Cloud, per \$100 for purchases exceeding \$30,000)	\$10.00	\$10.00
WSP-AccelerateEssentials-2	Workday Success Plan Accelerate Essentials for customers who purchase both Core HCM and Core Financials. WSP-AccelerateEssentials-2 is not to be combined with other WSP SKU codes. (10% of Annual Subscriptions Fee, excluding Workday Government Cloud, per \$100 for purchases exceeding \$35,000)	\$10.00	\$10.00
WSP-Accelerate-1	Workday Success Plan Accelerate for customers who purchase one of either Core HCM or Core Financials. WSP-Accelerate-1 is not to be combined with other WSP SKU codes. (20% of Annual Subscriptions Fee, excluding Workday Government Cloud, per \$100 for purchases exceeding \$80,000)	\$20.00	\$20.00
WSP-Accelerate-2	Workday Success Plan Accelerate for customers who purchase both Core HCM and Core Financials. WSP-Accelerate-2 is not to be combined with other WSP SKU codes. (20% of Annual Subscriptions Fee, excluding Workday Government Cloud, per \$100 for purchases exceeding \$95,000)	\$20.00	\$20.00
WSP-AcceleratePlus-1	Workday Success Plan Accelerate Plus for customers who purchase one of either Core HCM or Core Financials. WSP-AcceleratePlus-1 is not to be combined with other WSP SKU codes. (30% of Annual Subscriptions Fee, excluding Workday Government Cloud, per \$100 for purchases exceeding \$300,000)	\$30.00	\$30.00
WSP-AcceleratePlus-2	Workday Success Plan Accelerate Plus for customers who purchase both Core HCM and Core Financials. WSP-AcceleratePlus-2 is not to be combined with other WSP SKU codes. (30% of Annual Subscriptions Fee, excluding Workday Government Cloud, per \$100 for purchases exceeding \$350,000)	\$30.00	\$30.00
WSP-AccelerateEssentials-F1	Workday Success Plan Accelerate Essentials minimum purchase price for customers who purchase one of either Core HCM or Core Financials. WSP-AccelerateEssentials-F1 is not to be combined with other WSP SKU codes. (applies when 10% of the Annual Subscription Fee, excluding Workday Government Cloud, is less than \$30,000)	\$30,000.00	\$30,000.00
WSP-AccelerateEssentials-F2	Workday Success Plan Accelerate Essentials minimum purchase price for customers who purchase both Core HCM and Core Financials. WSP-AccelerateEssentials-F2 is not to be combined with other WSP SKU codes. (applies when 10% of the Annual Subscription Fee, excluding Workday Government Cloud, is less than \$35,000)	\$35,000.00	\$35,000.00
WSP-Accelerate-F1	Workday Success Plan Accelerate minimum purchase price for customers who purchase one of either Core HCM or Core Financials. WSP-Accelerate-F1 is not to be combined with other WSP SKU codes. (applies when 20% of the Annual Subscription Fee, excluding Workday Government Cloud, is less than \$80,000)	\$80,000.00	\$80,000.00
WSP-Accelerate-F2	Workday Success Plan Accelerate minimum purchase price for customers who purchase both Core HCM and Core Financials. WSP-Accelerate-F2 is not to be combined with other WSP SKU codes. (applies when 20% of the Annual Subscription Fee, excluding Workday Government Cloud, is less than \$95,000)	\$95,000.00	\$95,000.00
WSP-AcceleratePlus-F1	Workday Success Plan Accelerate Plus minimum purchase price for customers who purchase one of either Core HCM or Core Financials. WSP-AcceleratePlus-F1 is not to be combined with other WSP SKU codes. (applies when 30% of the Annual Subscription Fee, excluding Workday Government Cloud, is less than \$300,000)	\$300,000.00	\$300,000.00
WSP-AcceleratePlus-F2	Workday Success Plan Accelerate Plus minimum purchase price for customers who purchase both Core HCM and Core Financials. WSP-AcceleratePlus-F2 is not to be combined with other WSP SKU codes. (applies when 30% of the Annual Subscription Fee, excluding Workday Government Cloud, is less than \$350,000)	\$350,000.00	\$350,000.00
WSP-TAM-T1	Workday Success Plan Technical Account Management. WSP-TAM-T1 is not to be combined with other WSP SKU codes. This SKU is available for customers with 29,999 or less FSEs. (Per year)	\$350,000.00	\$343,000.00
WSP-TAM-T2	Workday Success Plan Technical Account Management. WSP-TAM-T2 is not to be combined with other WSP SKU codes. This SKU is available for customers with 30,000 or greater FSEs. (Per year)	\$600,000.00	\$588,000.00
XTND-T1	Extend (15GB per year entitlement, up to 4,500 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$103,500.00	\$101,430.00
XTND-T2	Extend (20GB per year entitlement, up to 6,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$116,054.00	\$113,732.92
XTND-T3	Extend (25GB per year entitlement, up to 7,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$126,830.00	\$124,293.40
XTND-T4	Extend (30GB per year entitlement, up to 9,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$136,374.00	\$133,646.52
XTND-T5	Extend (35GB per year entitlement, up to 10,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$145,002.00	\$142,101.96
XTND-T6	Extend (40GB per year entitlement, up to 12,500 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$152,915.00	\$149,856.70
XTND-T7	Extend (50GB per year entitlement, up to 15,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$167,115.00	\$163,772.70
XTND-T8	Extend (60GB per year entitlement, up to 17,500 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$179,690.00	\$176,096.20
XTND-T9	Extend (70GB per year entitlement, up to 20,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$191,058.00	\$187,236.84
XTND-T10	Extend (75GB per year entitlement, up to 22,500 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$196,376.00	\$192,448.48
XTND-T11	Extend (85GB per year entitlement, up to 25,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$209,321.00	\$205,134.58
XTND-T12	Extend (95GB per year entitlement, up to 27,500 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$219,413.00	\$215,024.74
XTND-T13	Extend (105GB per year entitlement, up to 30,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$233,949.00	\$229,270.72
XTND-T14	Extend (115GB per year entitlement, up to 35,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$248,788.00	\$243,812.24
XTND-T15	Extend (135GB per year entitlement, up to 40,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$272,947.00	\$267,488.06
XTND-T16	Extend (155GB per year entitlement, up to 45,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$297,152.00	\$291,208.96
XTND-T17	Extend (170GB per year entitlement, up to 50,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$317,676.00	\$311,322.48
XTND-T18	Extend (200GB per year entitlement, up to 60,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$350,954.00	\$343,934.92
XTND-T19	Extend (235GB per year entitlement, up to 70,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$400,229.00	\$393,224.42
XTND-T20	Extend (270GB per year entitlement, up to 80,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$453,796.00	\$444,720.08
XTND-T21	Extend (310GB per year entitlement, up to 90,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$516,468.00	\$506,138.64
XTND-T22	Extend (365GB per year entitlement, up to 100,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$598,220.00	\$586,255.60
XTND-T23	Extend (410GB per year entitlement, up to 125,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$678,065.00	\$664,503.70
XTND-T24	Extend (500GB per year entitlement, up to 150,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$759,002.00	\$743,821.96
XTND-T25	Extend (595GB per year entitlement, up to 175,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$837,854.00	\$821,096.92
XTND-T26	Extend (685GB per year entitlement, up to 200,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$907,669.00	\$889,515.62
XTND-T27	Extend (825GB per year entitlement, up to 250,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$1,008,829.00	\$988,652.42

XTND-T28	Extend (1,015GB per year entitlement, up to 300,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$1,134,913.00	\$1,112,214.74		
XTND-T29	Extend (1,295GB per year entitlement, up to 400,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$1,303,408.00	\$1,277,339.84		
XTND-T30	Extend (1,675GB per year entitlement, up to 500,000 FSE) The pricing metric for Extend is GB. The minimum GB requirement for each customer is based on FSE count. GB capacity and subscription price is per year for each year of the subscription term. XTND is eligible for Workday Government Cloud and not to be combined with other XTND SKU codes.	\$1,508,600.00	\$1,478,428.00		
XTND-ESS-T1	Extend Essentials. XTND-ESS-T1 is not to be combined with XTND, XTND-PRO SKUs, or other XTND-ESS SKUs (3 Apps, up to 3,500 FSE, per year)	\$100,000.00	\$98,000.00		
XTND-ESS-T2	Extend Essentials. XTND-ESS-T2 is not to be combined with XTND, XTND-PRO SKUs, or other XTND-ESS SKUs (3 Apps, up to 10,000 FSE, per year)	\$153,000.00	\$149,940.00		
XTND-ESS-T3	Extend Essentials. XTND-ESS-T3 is not to be combined with XTND, XTND-PRO SKUs, or other XTND-ESS SKUs (3 Apps, up to 30,000 FSE, per year)	\$306,000.00	\$299,880.00		
XTND-ESS-T4	Extend Essentials. XTND-ESS-T4 is not to be combined with XTND, XTND-PRO SKUs, or other XTND-ESS SKUs (3 Apps, up to 100,000 FSE, per year)	\$459,000.00	\$449,820.00		
XTND-ESS-T5	Extend Essentials. XTND-ESS-T5 is not to be combined with XTND, XTND-PRO SKUs, or other XTND-ESS SKUs (3 Apps, for 100,001 or more FSE, per year)	\$918,000.00	\$899,640.00		
XTND-PRO-T1	Extend Professional. XTND-PRO-T1 is not to be combined with XTND, XTND-ESS SKUs, or other XTND-PRO SKUs (10 Apps, up to 3,500 FSE, per year)	\$240,000.00	\$235,200.00		
XTND-PRO-T2	Extend Professional. XTND-PRO-T2 is not to be combined with XTND, XTND-ESS SKUs, or other XTND-PRO SKUs (10 Apps, up to 10,000 FSE, per year)	\$357,000.00	\$349,860.00		
XTND-PRO-T3	Extend Professional. XTND-PRO-T3 is not to be combined with XTND, XTND-ESS SKUs, or other XTND-PRO SKUs (10 Apps, up to 30,000 FSE, per year)	\$714,000.00	\$699,720.00		
XTND-PRO-T4	Extend Professional. XTND-PRO-T4 is not to be combined with XTND, XTND-ESS SKUs, or other XTND-PRO SKUs (10 Apps, up to 100,000 FSE, per year)	\$1,071,000.00	\$1,049,580.00		
XTND-PRO-T5	Extend Professional. XTND-PRO-T5 is not to be combined with XTND, XTND-ESS SKUs, or other XTND-PRO SKUs (10 Apps, for 100,001 or more FSE, per year)	\$2,040,000.00	\$1,999,200.00		
XTND-APP-3PK-T1	Extend Additional Apps. Customer may purchase additional Apps in increments of 3 respectively under the XTND-APP-3PK SKU. Pricing is based on the FSE tier for the corresponding XTND-ESS or XTND-PRO SKU. Customers of XTND-ESS or XTND-PRO must purchase XTND-APP-3PK for additional increments of 3 Apps and cannot be combined with other XTND-APP-3PK SKUs or with XTND. (Additional 3 Apps, up to 3,500 FSE, per year)	\$70,000.00	\$68,600.00		
XTND-APP-3PK-T2	Extend Additional Apps. Customer may purchase additional Apps in increments of 3 respectively under the XTND-APP-3PK SKU. Pricing is based on the FSE tier for the corresponding XTND-ESS or XTND-PRO SKU. Customers of XTND-ESS or XTND-PRO must purchase XTND-APP-3PK for additional increments of 3 Apps and cannot be combined with other XTND-APP-3PK SKUs or with XTND. (Additional 3 Apps, up to 10,000 FSE, per year)	\$102,000.00	\$99,960.00		
XTND-APP-3PK-T3	Extend Additional Apps. Customer may purchase additional Apps in increments of 3 respectively under the XTND-APP-3PK SKU. Pricing is based on the FSE tier for the corresponding XTND-ESS or XTND-PRO SKU. Customers of XTND-ESS or XTND-PRO must purchase XTND-APP-3PK for additional increments of 3 Apps and cannot be combined with other XTND-APP-3PK SKUs or with XTND. (Additional 3 Apps, up to 30,000 FSE, per year)	\$204,000.00	\$199,920.00		
XTND-APP-3PK-T4	Extend Additional Apps. Customer may purchase additional Apps in increments of 3 respectively under the XTND-APP-3PK SKU. Pricing is based on the FSE tier for the corresponding XTND-ESS or XTND-PRO SKU. Customers of XTND-ESS or XTND-PRO must purchase XTND-APP-3PK for additional increments of 3 Apps and cannot be combined with other XTND-APP-3PK SKUs or with XTND. (Additional 3 Apps, up to 100,000 FSE, per year)	\$306,000.00	\$299,880.00		
XTND-APP-3PK-T5	Extend Additional Apps. Customer may purchase additional Apps in increments of 3 respectively under the XTND-APP-3PK SKU. Pricing is based on the FSE tier for the corresponding XTND-ESS or XTND-PRO SKU. Customers of XTND-ESS or XTND-PRO must purchase XTND-APP-3PK for additional increments of 3 Apps and cannot be combined with other XTND-APP-3PK SKUs or with XTND. (Additional 3 Apps, for 100,001 or more FSE, per year)	\$561,000.00	\$549,780.00		
IS-EM-1	Engagement Manager. Pricing is per hour of service.	\$420.00		\$411.60	
IS-SEM-1	Senior Engagement Manager. Pricing is per hour of service	\$450.00		\$441.00	
IS-PD-1	Project Director. Pricing is per hour of service.	\$550.00		\$539.00	
IS-CO-1	Consultant. Pricing is per hour of service.	\$300.00		\$294.00	
IS-SC-1	Senior Consultant. Pricing is per hour of service.	\$390.00		\$382.20	
IS-PC-1	Principal Consultant. Pricing is per hour of service.	\$435.00		\$426.30	
PTG-SUPPORT-Tech	Technical Support. Engineering Support. Pricing is per hour of service.	\$290.00		\$284.20	
PTG-SUPPORT-PM	Project Management. Project Management Support. Pricing is per hour of service.	\$285.00		\$279.30	
TR-INS-TRN-1	0-10 Training Credits	\$800.00		\$784.00	
TR-INS-TRN-2	11-25 Training Credits	\$760.00		\$744.80	
TR-INS-TRN-3	26-50 Training Credits	\$735.00		\$720.30	
TR-INS-TRN-4	51-75 Training Credits	\$710.00		\$695.80	
TR-INS-TRN-5	76-100 Training Credits	\$685.00		\$671.30	
TR-INS-TRN-6	101-249 Training Credits	\$660.00		\$646.80	
TR-INS-TRN-7	250+ Training Credits	\$620.00		\$607.60	
TR-LOD-APP-1	Application Library 10 Users	\$5,000.00		\$4,900.00	
TR-LOD-APP-2	Application Library Additional User	\$1,250.00		\$1,225.00	
TR-LOD-EG-1	Application Library Workday Student 10 Users	\$5,000.00		\$4,900.00	
TR-LOD-EG-2	Application Library Student Additional User	\$1,250.00		\$1,225.00	
TR-LOD-FIN-1	Financials Library 10 Users	\$5,000.00		\$4,900.00	
TR-LOD-FIN-2	Financials Library Additional User	\$1,250.00		\$1,225.00	
TR-LOD-HCM-1	HCM Library 10 Users	\$5,000.00		\$4,900.00	
TR-LOD-HCM-2	HCM Library Additional User	\$1,250.00		\$1,225.00	
TR-LOD-KIT-1	Adoption Kit HCM	\$5,000.00		\$4,900.00	
TR-LOD-PAY-1	Payroll Library 10 Users	\$5,000.00		\$4,900.00	
TR-LOD-PAY-2	Payroll Library Additional User	\$1,250.00		\$1,225.00	
TR-LODPLNTRN1	Adaptive Planning Training Kit Additional User	\$650.00		\$637.00	
TR-LODPLNTRN10	Adaptive Planning Training Kit 10 Users	\$7,500.00		\$7,350.00	
TR-Refresher Training	Training Course Refresh	\$400.00		\$392.00	
TR-SCHED-DAY-PAY-GO	Day of Training	\$800.00		\$784.00	
TR-EXAM-PRO-PAY-GO	Exam Fee	\$800.00		\$784.00	
AK	Adoption Kit Component	\$5,000.00		\$4,900.00	
AK_V	Adoption Kit Variable	\$0.50		\$0.49	
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	\$5,000.00		\$4,900.00	
LODPAY10	Learn On-Demand – Payroll Library 10 Initial Users	\$5,000.00		\$4,900.00	
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	\$5,000.00		\$4,900.00	
LODEG10	Learn On-Demand – Education & Government Library 10 Initial Users	\$5,000.00		\$4,900.00	
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	\$5,000.00		\$4,900.00	
LODHCM5	Learn On-Demand – HCM Library 5 Additional Users	\$1,250.00		\$1,225.00	
LODPAY5	Learn On-Demand – Payroll Library 5 Additional Users	\$1,250.00		\$1,225.00	
LODFIN5	Learn On-Demand – Financials Library 5 Additional Users	\$1,250.00		\$1,225.00	
LODEG5	Learn On-Demand – Education & Government Library 5 Additional Users	\$1,250.00		\$1,225.00	
LODTECH5	Learn On-Demand – Cross-Application Technology Library 5 Additional Users	\$1,250.00		\$1,225.00	
PLNTRN10	Adaptive Planning – Administrator Training Kit 10 Initial Users	\$7,500.00		\$7,350.00	
PLNTRN5	Adaptive Planning – Administrator Training Kit 5 Initial Users	\$4,500.00		\$4,410.00	
PLNTRN1	Adaptive Planning – Administrator Training Kit 1 Additional User	\$650.00		\$637.00	
VNDLYTRN10	VNDLY – Administrator Training Kit – 10 Initial Users	\$7,500.00		\$7,350.00	
VNDLYTRN5	VNDLY – Administrator Training Kit – 5 Initial Users	\$4,500.00		\$4,410.00	
VNDLYTRN1	VNDLY – Administrator Training Kit – 1 Additional User	\$650.00		\$637.00	

EXHIBIT G

Precision Task Group, Inc.
Workday MHEC Professional Services Customer Price List Dec, 2025

SKU Code	SKU Descriptions	Commerical Annual List Price	MHEC Price Services
IS-EM-1	Engagement Manager. Pricing is per hour of service.	\$420.00	\$411.60
IS-SEM-1	Senior Engagement Manager. Pricing is per hour of service	\$450.00	\$441.00
IS-PD-1	Project Director. Pricing is per hour of service.	\$550.00	\$539.00
IS-CO-1	Consultant. Pricing is per hour of service.	\$300.00	\$294.00
IS-SC-1	Senior Consultant. Pricing is per hour of service.	\$390.00	\$382.20
IS-PC-1	Principal Consultant. Pricing is per hour of service.	\$435.00	\$426.30
PTG-SUPPORT-Tech	Technical Support. Engineering Support. Pricing is per hour of service.	\$290.00	\$284.20
PTG-SUPPORT-PM	Project Management. Project Management Support. Pricing is per hour of service.	\$285.00	\$279.30