STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 4	01/10/25
BUSINESS UNIT	BUYER
65025015	DIANNA GILLILAND (AS)

CONTRACT NUMBER
92458 O4

VENDOR NUMBER: 2636931

VENDOR ADDRESS:

PRECISION TASK GROUP INC
9801 WESTHEIMER RD STE 803
HOUSTON TX 77042-3956

THE CONTRACT PERIOD IS:

SEPTEMBER 30, 2020 THROUGH OCTOBER 26, 2027

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from State of Texas Department of Information Resources Master Agreement #DIR-TSO-4242

Contract to supply and deliver Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services to the State of Nebraska as per the attached specifications for the period September 30, 2020, through October 26, 2027.

Vendor Contact: Michael Baudler
Phone: 281-804-3980
E-Mail: Michael.baudler@ptg.com

(9/30/20 sc)
Addendum one as attached. (6/30/21 ml/ch)
Addendum Two as attached. (1/12/22 ch)
ADDENDUM THREE (3) AS ATTACHED. (10/12/22 sc)
ADDENDUM FOUR (4) AS ATTACHED. (12/27/22 sc)
AMENDMENT ONE (1) AS ATTACHED. (08/22/23 AM)
AMENDMENT TWO (2) AS ATTACHED. (11/03/23 BT)
ADDENDUM FIVE (5) AS ATTACHED. (12/15/23 BT)
AMENDMENT THREE (3) AS ATTACHED. (DJG 01/10/2025)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	WORKDAY SAAS SUBSCRIPTION September 30, 2020 to June 30, 2021	1.0000	YR	562,968.0000	562,968.00
2	WORKDAY SAAS SUBSCRIPTION July 1, 2021 to June 30, 2022	1.0000	YR	815,000.0000	815,000.00
3	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	815,000.0000	815,000.00

DocuSigned by: Dianna Gilliland F7A5A83D45DE438... 1/15/2025 DS RT 2/3/2025
BUYER

DocuSigned by: D5D6C0E236ED496... 2/5/2025
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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65025015	DIANNA GILLILAND (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
4	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	1,603,993.0000	1,603,993.00
5	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	1,627,187.0000	1,627,187.00
6	WORKDAY SAAS SUBSCRIPTION June 30, 2021 to June 30, 2022	1.0000	YR	183,367.0000	183,367.00
7	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	227,451.0000	227,451.00
8	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	232,001.0000	232,001.00
9	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	236,641.0000	236,641.00
10	WORKDAY SOW 6.30.21 WORKDAY HELP DEPLOYMENT	74,000.0000	$	1.0000	74,000.00
11	ADDITIONAL HCM, CCB, CCTPP AND HLP LICENSES PER P00299747	15,604.0000	$	1.0000	15,604.00
12	ADDITIONAL HCM, CCB, CCTPP AND LICENSES PER P00368653.0	81,872.0000	$	1.0000	81,872.00
13	DELIVERY ASSURANCE CONSULTANT PER SOW #P372670	26.0000	HR	371.2500	9,652.50
14	ENGAGEMENT MANAGER PER SOW #P372670	653.0000	HR	327.8600	214,092.58
15	PRINCIPAL CONSULTANT FUNCTIONAL PER SOW #P372670	468.0000	HR	323.0400	151,182.72
16	SR CONSULTANT FUNCTIONAL PER SOW #P372670	1,460.0000	HR	303.7500	443,475.00

DS
DG

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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PAGE	ORDER DATE
3 of 4	01/10/25
BUSINESS UNIT 65025015	BUYER DIANNA GILLILAND (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
17	CONSULTANT FUNCTIONAL PER SOW #P372670	3,068.0000	HR	241.0700	739,602.76
18	TRAINING FEES PER ORDER FORM #P369291	44,045.0000	$	1.0000	44,045.00
19	TRAINING FEES PER ORDER FORM #P369291	23,297.0000	$	1.0000	23,297.00
20	SUBSCRIPTION FEE OCTOBER 27, 2022, TO OCTOBER 26, 2023 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
21	SUBSCRIPTION FEE OCTOBER 27, 2023, TO OCTOBER 26, 2024 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
22	SUBSCRIPTION FEE OCTOBER 27, 2024, TO OCTOBER 26, 2025 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
23	SUBSCRIPTION FEE OCTOBER 27, 2025, TO OCTOBER 26, 2026 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
24	SUBSCRIPTION FEE OCTOBER 27, 2026, TO OCTOBER 26, 2027 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,442.0000	1,099,442.00
25	TRAVEL NOT TO EXCEED $15,000	15,000.0000	$	1.0000	15,000.00
26	PROFESSIONAL SERVICES WORKDAY SAAS SUBSCRIPTION ORDER FORM#P00416083	46,023.0000	$	1.0000	46,023.00

DS
DG

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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BUSINESS UNIT	BUYER
65025015	DIANNA GILLILAND (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	09/30/23 through 09/29/24				
27	WORKDAY ANNUAL GROWTH PER INVOICE FORM #P00468133.0	1.0000	YR	196,197.0000	196,197.00
	Total Order				**13,854,849.56**

DS
DG

BUYER INITIALS

Amendment Three
Contract 92458 O4
Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services for the State of Nebraska

Between
The State of Nebraska
And
Precision Task Group, Inc.

MASTER AGREEMENT
Master Contract/Agreement Number: #DIR-TSO-4242
Administered by State of Texas Department of Information Resources

THIS AMENDMENT is entered into by and between the State of Nebraska and Precision Task Group, Inc. ("Vendor").

WHEREAS the State of Nebraska has a contract with the Vendor identified as 92458 O4 for use by state agencies and other entities.

WHEREAS the terms of the contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:

1. Contract line 27 is added to the contract as follows per the PTG Invoice No. #0088297:

Line	Description	Quantity	Unit of Measure	Unit Price
27	WORKDAY ANNUAL GROWTH PER ORDER FORM #P00468133.0	1.0000	YR	196,197.0000

2. Workday Public Cloud Migration Amendment is hereby incorporated as attached.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

By: DocuSigned by: [signature] D5D0C0E230ED490...

Name: Michelle Potts

Title: Materiel Administrator

Date: 2/5/2025

Contractor: Precision Task Group, Inc.

By: DocuSigned by: Michael Baudler 18BA6C83322745E...

Name: Michael Baudler

Title: CFO

Date: 1/29/2025

Precision Task Group, Inc.
9801 Westheimer Road
Suite 803
Houston, TX 77042

October 21, 2024
Invoice No: 0088297

State of Nebraska
P.O. Box 94905
Lincoln, NE 68509-4905

Project 2030.0000.01 State of Nebraska - Workday SaaS Subscr.
State of Nebraska - Workday SaaS Subscription
DIR-TSO-4242

Workday Annual Growth OF#P00468133.0	196,197.00	
Total Fee	**196,197.00**	**196,197.00**
	Total this Invoice	**$196,197.00**

Remit to:
Precision Task Group, Inc.
Frost Bank
ABA # 114000093
Acct # 132075067

Accounting@ptg.com

Workday Public Cloud Migration Amendment Frequently Asked Questions

When Workday was founded, we invested heavily in developing our own, purpose-built data centers. At the time, that was the best path to achieve the highest levels of performance, scalability, and security. Over time, cloud infrastructure services provided to the public market ("Public Cloud") by hyperscalers such as Google and Amazon have increased in maturity. Public Cloud resources now provide sophisticated, secure, and scalable hosting environments that enable Workday to provide best-in-class services to our customers.

These FAQs do not form part of the contract and are for informational purposes only.

Why do I need to migrate my Tenant to a Public Cloud environment?

- By shifting to a Public Cloud environment, you will benefit from innovative technologies and capabilities that will enable current and future advances in Workday's Services, such as near-zero downtime patching.

Why do I need to sign a document to migrate my Tenants to a Public Cloud environment?

- The attached document serves two purposes. First, customers will be required to make some configuration changes to their tenant after the migration for it to work properly. This form helps to ensure that customers are aware of these changes and are well positioned for a smooth transition. Second, the Workday MSA was entered into when service delivery was through Workday's own data centers. The attached document will acknowledge that service delivery shall be made through a Public Cloud environment.

When will my Tenants be migrated?

- Customers may schedule their migration at a time convenient for them to minimize any potential business interruptions.

Will my Tenants hosted in a Public Cloud environment be covered by the SLA?

- Yes. Migration will not impact Workday's service level commitments to you. The same SLA will apply whether your Production Tenant is hosted in Workday's data center or in a Public Cloud environment. The SLA will cover your Production Tenant hosted in Workday's data center until it is no longer used in Production. SLA coverage will begin for the Production Tenant hosted in a Public Cloud environment when it becomes active.

Why does it say that certain product SKUs or Innovation Services might be unavailable after I migrate?

- Some of Workday's Service SKUs were designed and built with Workday data centers in mind. These Service SKUs must be optimized to run in Public Cloud environments, which is an ongoing effort. Workday will continue to add services to our Public Cloud environments over time, but if we selected you to move to a Public Cloud environment, we have already verified that all of your current Service SKUs are available in a Public Cloud environment.
- While we anticipate that we will build more Service SKUs with a cloud-first approach in the future, some Early Access ("EA") SKUs or Innovation Services may only be available in Workday data centers. In the event such SKUs or Innovation Services are not available in the Public Cloud environment, Workday will make that requirement clear to you prior to subscription to such SKUs.

Where can I access Subprocessor audit reports?

- Instructions for accessing Subprocessor audit reports are available at https://community.workday.com/node/1145922.

Where can I find FAQs related to the Universal Data Processing Exhibit?

- An FAQ document dedicated to the Universal Data Processing Exhibit can be found in the FAQs section of https://www.workday.com/en-us/legal/contract-terms-and-conditions/

PUBLIC CLOUD MIGRATION AMENDMENT

This Amendment (**"Amendment"**) is entered into between State of Nebraska (Precision Task Group, Inc.) (**"Customer"**) and Workday Limited, (**"Workday"**) as of the later of the dates beneath the parties' signatures below (**"Amendment Effective Date"**) and relates to that certain Main or Master Subscription Agreement between Customer and Workday, dated December 14, 2019 (as amended, **"Agreement"**). Unless otherwise defined herein, capitalized terms used in this Amendment shall have the same meaning as set forth in the Agreement. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail.

WHEREAS, Workday will migrate Customer's Workday Tenants from a Workday data center to a Public Cloud Platform; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby acknowledge and agree as follows:

1. **Definitions**. For the purposes of this Amendment, the following terms shall apply:

   "Public Cloud Platform" means a Workday-managed secure cloud services platform, which includes services for computing, storage, monitoring, content delivery and other related services, as well as the various facilities and physical operations to support such services.

2. **Migration of Customer Tenants**. At a time mutually agreed upon by the parties, Workday will move Customer's Tenants to a Public Cloud Platform located in data centers in .

3. **Service Levels**. Workday's commitments to Customer under the SLA shall apply to the Customer's Tenant used in Production ("Production Tenant"), whether hosted in Workday's data center or hosted on a Public Cloud Platform and will continue to apply thereafter in accordance with the Agreement.

4. **Customer Configurations**. Customer's Tenants and related systems will require configuration changes and Customer agrees to make and test such changes, as necessary, to validate that Customer's Tenants are performing materially as they were when hosted in Workday's data centers once Customer's Tenants are moved to a Public Cloud Platform. Customer understands and agrees that while Workday will provide guidance as to the type of changes that may be necessary, Customer must (i) identify any Customer specific changes that may be required, (ii) perform adequate testing of the changes, and (iii) make these changes once their Production Tenant is moved. Customer further acknowledges and agrees that these configuration changes may be required for full functionality in their Tenant, and further that the Service Availability and Service Response commitments in the SLA shall not apply until any such changes are made by Customer. An illustrative example of a configuration change that Customer will need to make are changes to the Uniform Resource Locators (URLs) that identify Customer's Tenant and which Customer will need to update in single sign-on identity providers, integration jobs, and notifications. Workday will not be able to provide redirection from the original URLs; Customer acknowledges that calls to original Tenant URLs will fail once the Tenant is moved.

5. **Implementation Tenant**. For the purposes of enabling Customer to carry out and test the various configuration changes and validate that Customer's Tenants are performing materially as they were when hosted in Workday's data centers, Workday will, upon Customer's written request, initially provide Customer with a copy of their Production Tenant in an implementation instance ("Implementation Tenant") on a Public Cloud Platform in . The Implementation Tenant will be provided without additional charge for a period of up to two (2) months, after which period such Tenant will be deleted unless Customer notifies Workday in writing that it would like to retain the Tenant. If Customer decides to keep the Implementation Tenant, charges for such Tenant after the two-month period referenced above will be levied at Workday's then-current rates for additional Tenants unless a different rate is mutually agreed upon by the parties and may require an Order Form between the parties.

6. **Service SKU Availability**. While certain Service SKUs and/or Innovation Services may not be available on the Public Cloud Platform as of the Amendment Effective Date, Workday confirms that all SKUs and Innovation Services to which Customer is currently subscribed or opted-in are available on the Public Cloud Platform as of the Amendment Effective Date.

7. **Privacy and Security**. The Universal Security Exhibit ("**USE**") and Universal Data Processing Exhibit ("**UDPE**") currently located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/ shall apply to the Agreement.

"**Subprocessor List**" means the list, currently located at https://www.workday.com/en-us/legal/subprocessors.html, identifying the Subprocessors that are authorized to Process Personal Data under the Agreement.

Except as amended hereby, the Agreement shall remain in full force and effect. This Amendment may be executed electronically and/or in counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Acknowledgement as of the Acknowledgement Effective Date:

State of Nebraska (Precision Task Group, Inc.)		**Workday Limited**
DocuSigned by: Peter Gierasch 2F2E275157D0480...	DocuSigned by: Michael Baudler 18BA6C83322745E...	
Signature		Signature
Peter Gierasch	Michael Baudler	Brian Montgomery
Name		Name
Operations Administrator	CFO	Director, Finance
Title		Title
1/15/2025	1/29/2025	11/19/2024
Date Signed		Date Signed

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 3	12/15/23
BUSINESS UNIT 65025015	BUYER DIANNA GILLILAND (AS)

CONTRACT NUMBER
92458 O4

VENDOR NUMBER: 2636931

VENDOR ADDRESS:

PRECISION TASK GROUP INC
9801 WESTHEIMER RD STE 803
HOUSTON TX 77042-3956

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 30, 2020 THROUGH OCTOBER 26, 2027

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from State of Texas Department of Information Resources Master Agreement #DIR-TSO-4242

Contract to supply and deliver Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services to the State of Nebraska as per the attached specifications for the period September 30, 2020, through October 26, 2027.

Vendor Contact: Michael Baudler
Phone: 281-804-3980
E-Mail: Michael.baudler@ptg.com

(9/30/20 sc)
Addendum one as attached. (6/30/21 ml/ch)
Addendum Two as attached. (1/12/22 ch)
ADDENDUM THREE (3) AS ATTACHED. (10/12/22 sc)
ADDENDUM FOUR (4) AS ATTACHED. (12/27/22 sc)
AMENDMENT ONE (1) AS ATTACHED. (08/22/23 AM)
AMENDMENT TWO (2) AS ATTACHED. (11/03/23 BT)
ADDENDUM FIVE (5) AS ATTACHED. (12/15/23 BT))

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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3	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	815,000.0000	815,000.00
4	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	1,603,993.0000	1,603,993.00
5	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	1,627,187.0000	1,627,187.00

DocuSigned by:
Dianna Gilliland
F7A5A83D45DE438... 12/18/2023

DS
RT 12/18/2023

BUYER

DocuSigned by:
Amara Block
4CFF2711162A4A2 12/26/2023

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

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PAGE	ORDER DATE
2 of 3	12/15/23
BUSINESS UNIT 65025015	BUYER DIANNA GILLILAND (AS)

VENDOR NUMBER: 2636931

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	WORKDAY SAAS SUBSCRIPTION June 30, 2021 to June 30, 2022	1.0000	YR	183,367.0000	183,367.00
7	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	227,451.0000	227,451.00
8	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	232,001.0000	232,001.00
9	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	236,641.0000	236,641.00
10	WORKDAY SOW 6.30.21 WORKDAY HELP DEPLOYMENT	74,000.0000	$	1.0000	74,000.00
11	ADDITIONAL HCM, CCB, CCTPP AND HLP LICENSES PER P00299747	15,604.0000	$	1.0000	15,604.00
12	ADDITIONAL HCM, CCB, CCTPP AND LICENSES PER P00368653.0	81,872.0000	$	1.0000	81,872.00
13	DELIVERY ASSURANCE CONSULTANT PER SOW #P372670	26.0000	HR	371.2500	9,652.50
14	ENGAGEMENT MANAGER PER SOW #P372670	653.0000	HR	327.8600	214,092.58
15	PRINCIPAL CONSULTANT FUNCTIONAL PER SOW #P372670	468.0000	HR	323.0400	151,182.72
16	SR CONSULTANT FUNCTIONAL PER SOW #P372670	1,460.0000	HR	303.7500	443,475.00
17	CONSULTANT FUNCTIONAL PER SOW #P372670	3,068.0000	HR	241.0700	739,602.76
18	TRAINING FEES PER ORDER FORM #P369291	44,045.0000	$	1.0000	44,045.00
19	TRAINING FEES PER ORDER FORM #P369291	23,297.0000	$	1.0000	23,297.00
20	SUBSCRIPTION FEE OCTOBER 27, 2022, TO	1.0000	YR	1,099,439.0000	1,099,439.00

DS
DG
BUYER INITIALS

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BUSINESS UNIT	BUYER
65025015	DIANNA GILLILAND (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	OCTOBER 26, 2023 PER ORDER FORM #P00343123.0				
21	SUBSCRIPTION FEE OCTOBER 27, 2023, TO OCTOBER 26, 2024 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
22	SUBSCRIPTION FEE OCTOBER 27, 2024, TO OCTOBER 26, 2025 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
23	SUBSCRIPTION FEE OCTOBER 27, 2025, TO OCTOBER 26, 2026 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
24	SUBSCRIPTION FEE OCTOBER 27, 2026, TO OCTOBER 26, 2027 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,442.0000	1,099,442.00
25	TRAVEL NOT TO EXCEED $15,000	15,000.0000	$	1.0000	15,000.00
26	PROFESSIONAL SERVICES WORKDAY SAAS SUBSCRIPTION ORDER FORM#P00416083 09/30/23 through 09/29/24	46,023.0000	$	1.0000	46,023.00
	Total Order				**13,658,652.56**

DS
DG

BUYER INITIALS

ADDENDUM FIVE TO CONTRACT
Contract 92458 O4
Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services for the State of Nebraska
Between
The State of Nebraska and Precision Task Group, Inc.

This Addendum (the “Addendum”) is made by the State of Nebraska and Precision Task Group, Inc. (the “Contractor”) parties to Contract 92458 O4 (the “Contract”) and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

1. Per PTG Workday Deployment Professional Services, Order Form #P00416083, and Invoice Number 0087496, contract line 26 will be added as follows:

Line	Description	Quantity	Unit of Measure	Unit Price
26	PROFESSIONAL SERVICES WORKDAY SAAS SUBSCRIPTION ORDER FORM#P00416083 09/30/23 through 09/29/24	46,023.0000	$	1.0000

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this or Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this or Addendum and the Contract or any earlier or addendum, the terms of this or Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: DocuSigned by: Amara Block

Name: Amara Block

Title: Materiel Administrator

Date: 12/26/2023

Contractor: Precision Task Group, Inc.

By: DocuSigned by: Michael Baudler

Name: Michael Baudler

Title: CFO

Date: 12/21/2023

ORDER FORM # P00416083
TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NO. DIR-TSO-4242 ("AGREEMENT")
(GROWTH)

Reseller Name	Precision Task Group, Inc. or PTG (hereinafter, the "Reseller")
Customer Name	State of Nebraska
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Agreement Effective Date	December 14, 2019
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	September 30, 2023 through September 29, 2024
Currency	USD
Total Subscription Fee	46,023

The purpose of this Order Form is to increase the number of Permitted FSE Workers for Customer's use of the Service pursuant to the terms set forth in Order Form # P225024, with an Order Effective Date as of September 30, 2020 (OF#P225024), in Order Form # P256615, with an Order Effective Date as of June 30, 2021 (OF#P256615) and in Order Form # P343123, with an Order Effective Date as of October 28, 2022 (OF#P343123).

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the agreement, invoiced upon Order Effective Date	46,023
	Total Subscription Fees	**46,023**

		Permitted FSE Workers			Subscription Fees	
SKU	**Service**	**Start**	**Added**	**New**	**Annual Rate (Per FSE Worker)**	**Prorated for Order Term**
HCM	Human Capital Management	16,245	276	16,521	83.60	23,074
CCB	Cloud Connect for Benefits					
CCTPP	Cloud Connect for Third Party Payroll					
HLP	Help	16,245	276	16,521	14.54	4,013
TLOA	Talent Optimization Add On	16,245	276	16,521	68.61	18,936
LRN	Learning					
REC	Recruiting					
CCLRN	Cloud Connect for Learning					
MCNF	Media Cloud - No Fee	16,245	276	16,521	No Fee	N/A

Customer Contact Information

Billing, In Care of	
Contact Name	Peter Gierasch
Street Address City/Town, State/Region/County, Zip/Postal Code, Country	P.O. Box 94905 Lincoln, Nebraska 68509-4905 United States
Phone/Fax #	402-471-2345
Email (required)	Peter.gierasch@nebraska.gov

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced Agreement, and in the existing Order Forms listed above. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to accounting@ptg.com.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced Agreement as of the later of the dates beneath the parties' signatures below (the "**Order Effective Date**").

State of Nebraska	**Precision Task Group, Inc.**
Peter S. Gierasch	DocuSigned by: Michael Baudler 18BA6C83322745E... 12/21/2023
Signature	Signature
Peter S. Gierasch	Michael Baudler
Name	Name
Operations Administrator	CFO
Title	Title
9-28-2023	10/2/2023
Date Signed	Date Signed

Precision Task Group, Inc.
9801 Westheimer Road
Suite 803
Houston, TX 77042

October 9, 2023
Invoice No: 0087496

State of Nebraska
P.O. Box 94905
Lincoln, NE 68509-4905

Project 2030.0000.01 State of Nebraska - Workday SaaS Subscr.
State of Nebraska - Workday SaaS Subscription OF00416083
DIR-TSO-4242
Professional Services from September 30, 2023 thru September 29, 2024

Fee		**46,023.00**
	Total this Invoice	**$46,023.00**

Remit to:
Precision Task Group, Inc.
Amegy Bank
ABA # 113011258
Acct # 0054393503

Accounting@ptg.com

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 3	11/03/23
BUSINESS UNIT	BUYER
65025015	DIANNA GILLILAND (AS)

CONTRACT NUMBER
92458 O4

VENDOR NUMBER: 2636931

VENDOR ADDRESS:

PRECISION TASK GROUP INC
9801 WESTHEIMER RD STE 803
HOUSTON TX 77042-3956

THE CONTRACT PERIOD IS:

SEPTEMBER 30, 2020 THROUGH OCTOBER 26, 2027

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from State of Texas Department of Information Resources Master Agreement #DIR-TSO-4242

Contract to supply and deliver Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services to the State of Nebraska as per the attached specifications for the period September 30, 2020, through October 26, 2027.

Vendor Contact: Michael Baudler
Phone: 281-804-3980
E-Mail: Michael.baudler@ptg.com

(9/30/20 sc)

Addendum one as attached. (6/30/21 ml/ch)

Addendum Two as attached. (1/12/22 ch)

ADDENDUM THREE (3) AS ATTACHED. (10/12/22 sc)

ADDENDUM FOUR (4) AS ATTACHED. (12/27/22 sc)

AMENDMENT ONE (1) AS ATTACHED. (08/22/23 AM)

AMENDMENT TWO (2) AS ATTACHED. (11/03/23 BT)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	WORKDAY SAAS SUBSCRIPTION September 30, 2020 to June 30, 2021	1.0000	YR	562,968.0000	562,968.00
2	WORKDAY SAAS SUBSCRIPTION July 1, 2021 to June 30, 2022	1.0000	YR	815,000.0000	815,000.00

DocuSigned by:
Dianna Gilliland
F7A5A83D45DE438...
3/2023

DS
RT
11/3/2023

BUYER

DocuSigned by:
Amara Block
4CFF2711162A4A2...
11/8/2023

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
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PAGE	ORDER DATE
2 of 3	11/03/23
BUSINESS UNIT	BUYER
65025015	DIANNA GILLILAND (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
3	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	815,000.0000	815,000.00
4	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	1,603,993.0000	1,603,993.00
5	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	1,627,187.0000	1,627,187.00
6	WORKDAY SAAS SUBSCRIPTION June 30, 2021 to June 30, 2022	1.0000	YR	183,367.0000	183,367.00
7	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	227,451.0000	227,451.00
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9	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	236,641.0000	236,641.00
10	WORKDAY SOW 6.30.21 WORKDAY HELP DEPLOYMENT	74,000.0000	$	1.0000	74,000.00
11	ADDITIONAL HCM, CCB, CCTPP AND HLP LICENSES PER P00299747	15,604.0000	$	1.0000	15,604.00
12	ADDITIONAL HCM, CCB, CCTPP AND LICENSES PER P00368653.0	81,872.0000	$	1.0000	81,872.00
13	DELIVERY ASSURANCE CONSULTANT PER SOW #P372670	26.0000	HR	371.2500	9,652.50
14	ENGAGEMENT MANAGER PER SOW #P372670	653.0000	HR	327.8600	214,092.58
15	PRINCIPAL CONSULTANT FUNCTIONAL PER SOW #P372670	468.0000	HR	323.0400	151,182.72

DS
DG

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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Fax: (402) 471-2089

PAGE	ORDER DATE
3 of 3	11/03/23
BUSINESS UNIT 65025015	BUYER DIANNA GILLILAND (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
16	SR CONSULTANT FUNCTIONAL PER SOW #P372670	1,460.0000	HR	303.7500	443,475.00
17	CONSULTANT FUNCTIONAL PER SOW #P372670	3,068.0000	HR	241.0700	739,602.76
18	TRAINING FEES PER ORDER FORM #P369291	44,045.0000	$	1.0000	44,045.00
19	TRAINING FEES PER ORDER FORM #P369291	23,297.0000	$	1.0000	23,297.00
20	SUBSCRIPTION FEE OCTOBER 27, 2022, TO OCTOBER 26, 2023 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
21	SUBSCRIPTION FEE OCTOBER 27, 2023, TO OCTOBER 26, 2024 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
22	SUBSCRIPTION FEE OCTOBER 27, 2024, TO OCTOBER 26, 2025 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
23	SUBSCRIPTION FEE OCTOBER 27, 2025, TO OCTOBER 26, 2026 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
24	SUBSCRIPTION FEE OCTOBER 27, 2026, TO OCTOBER 26, 2027 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,442.0000	1,099,442.00
25	TRAVEL NOT TO EXCEED $15,000	15,000.0000	$	1.0000	15,000.00
	Total Order				**13,612,629.56**

DS
DG
BUYER INITIALS

Amendment Two
Contract 92458 O4
Software Products, Software as a Service, and Enterprise Resource Planning Software Modules
Products and Services for the State of Nebraska
Between
The State of Nebraska and Precision Task Group, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Precision Task Group, Inc. (the "Contractor") parties to Contract 92458 O4 (the "Contract") and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

1. Contract line 25 is added to the contract per the Change Order, P397919, which amends the original PTG Workday Deployment Technical Services SOW #372670, processed under ADDENDUM FOUR:

Line	Description	Quantity	Unit of Measure	Unit Price
25	TRAVEL NOT TO EXCEED $15,000.00	15,000.0000	$	1.0000

This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this or Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier addendum, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska

By: DocuSigned by: Amara Block 4CFF2711162A4A2...

Name: Amara Block

Title: Materiel Administrator

Date: 11/8/2023

Contractor: Precision Task Group, Inc.

By: DocuSigned by: Michael Baudler 18BA6C83322745E...

Name: Michael Baudler

Title: CFO

Date: 11/3/2023

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 3	08/22/23
BUSINESS UNIT	BUYER
65025015	DIANNA GILLILAND (AS)

CONTRACT NUMBER
92458 O4

VENDOR NUMBER: 2636931

VENDOR ADDRESS:

PRECISION TASK GROUP INC
9801 WESTHEIMER RD STE 803
HOUSTON TX 77042-3956

THE CONTRACT PERIOD IS:

SEPTEMBER 30, 2020 THROUGH OCTOBER 26, 2027

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from State of Texas Department of Information Resources Master Agreement #DIR-TSO-4242

Contract to supply and deliver Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services to the State of Nebraska as per the attached specifications for the period September 30, 2020, through October 26, 2027.

Vendor Contact: Michael Baudler
Phone: 281-804-3980
E-Mail: Michael.baudler@ptg.com

(9/30/20 sc)
Addendum one as attached. (06/30/21 ml/ch)
Addendum Two as attached. (01/12/22 ch)
ADDENDUM THREE (3) AS ATTACHED. (10/12/22 sc)
ADDENDUM FOUR (4) AS ATTACHED. (12/27/22 sc)
AMENDMENT ONE (1) AS ATTACHED. (08/22/23 AM)

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DocuSigned by: Dianna Gilliland 8/25/2023
F7A5A83D45DE438...
DS RT 8/28/2023
BUYER

DocuSigned by: Amara Block 8/28/2023
4CFF2711162A4A2...
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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PAGE	ORDER DATE
2 of 3	08/22/23
BUSINESS UNIT	BUYER
65025015	DIANNA GILLILAND (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	1,627,187.0000	1,627,187.00
6	WORKDAY SAAS SUBSCRIPTION June 30, 2021 to June 30, 2022	1.0000	YR	183,367.0000	183,367.00
7	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	227,451.0000	227,451.00
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10	WORKDAY SOW 6.30.21 WORKDAY HELP DEPLOYMENT	74,000.0000	$	1.0000	74,000.00
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12	ADDITIONAL HCM, CCB, CCTPP AND LICENSES PER P00368653.0	81,872.0000	$	1.0000	81,872.00
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14	ENGAGEMENT MANAGER PER SOW #P372670	653.0000	HR	327.8600	214,092.58
15	PRINCIPAL CONSULTANT FUNCTIONAL PER SOW #P372670	468.0000	HR	323.0400	151,182.72
16	SR CONSULTANT FUNCTIONAL PER SOW #P372670	1,460.0000	HR	303.7500	443,475.00
17	CONSULTANT FUNCTIONAL PER SOW #P372670	3,068.0000	HR	241.0700	739,602.76

DS
DG

BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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Lincoln, Nebraska 68508

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PAGE	ORDER DATE
3 of 3	08/22/23
BUSINESS UNIT 65025015	BUYER DIANNA GILLILAND (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
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19	TRAINING FEES PER ORDER FORM #P369291	23,297.0000	$	1.0000	23,297.00
20	SUBSCRIPTION FEE OCTOBER 27, 2022, TO OCTOBER 26, 2023 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
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22	SUBSCRIPTION FEE OCTOBER 27, 2024, TO OCTOBER 26, 2025 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
23	SUBSCRIPTION FEE OCTOBER 27, 2025, TO OCTOBER 26, 2026 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
24	SUBSCRIPTION FEE OCTOBER 27, 2026, TO OCTOBER 26, 2027 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,442.0000	1,099,442.00
	Total Order				**13,597,629.56**

DS
DG

BUYER INITIALS

Amendment One
Contract 92458 O4
Software Products, Software as a Service, and Enterprise Resource Planning Software Modules
Products and Services for the State of Nebraska
Between
The State of Nebraska and Precision Task Group, Inc.

This Amendment (the "Amendment") is made by the State of Nebraska and Precision Task Group, Inc. (the "Contractor") parties to Contract 92458 O4 (the "Contract") and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

1. The attached Change Order, P397919, amends the original PTG Workday Deployment Technical Services SOW #372670, processed under ADDENDUM FOUR, with no additional fees required.

This Amendment and any attachments hereto will become part of the Contract. Except as set forth in this or Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier addendum, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska	Contractor: Precision Task Group, Inc.
By: DocuSigned by: Amara Block 4CFF2711162A4A2...	By: DocuSigned by: Michael Baudler 18BA6C83322745E...
Name: Amara Block	Name: Michael Baudler
Title: Materiel Administrator	Title: CFO
Date: 8/28/2023	Date: 8/28/2023

CHANGE ORDER

Reseller Name	Precision Task Group, Inc. (“Hiring Party” or “PTG”)
Customer Name	State of Nebraska
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Rd., Pleasanton, CA 94588
Master Contract	State of Texas Department of Information Resources Contract DIR-TSO-4242 (“Agreement”)
Agreement Effective Date	December 19, 2019
SOW Effective Date / SOW #	October 28, 2022 / SOW #372670
Change Order Effective Date	The later of the dates beneath the parties’ signature below
Target Change Order Close Date	May 5, 2023
Currency	USD
Fee Type	Time & Materials

Customer/Partner Project Manager	Peter Gierasch
Project Name	State of Nebraska - Recruiting ("Project")
Project Sponsor	Peter Gierasch
Reseller Project Manager	Dave Meyers
Workday Engagement Manager	Michael Biagini
Summary of Change Type	Architect stage SOW alignments
Impact Assessed by	Michael Biagini
Workday Region	Workday – Government East

Fees:

There are no additional Professional Services Fees due from Customer for this Change Order. Any travel and other expenses associated with the Professional Services set forth in this Change Order are subject to the terms of the SOW or the Agreement to which the SOW is subject, as the case may be.

Amendment:

This Change Order amends the SOW identified above. Except as expressly amended by this Change Order, the terms of the SOW shall remain in full force and effect.

Change Order Reason(s):

- Additional project management
- Scope addition: Data conversion
- Scope addition: Integration
- Scope addition: Functional
- Scope addition: Travel Expense reimbursement in accordance with Neb. Rev. Stat. § 81-1174
- Scope reduction: Functional
- Scope reduction: Integration

Changes to Tasks in Scope:

- Add the following to section 8.1, Production / Functionality, Recruiting:
    - Job Application: Business Process Definitions:
        - Candidate Self-Schedule feature to be enabled/configured
        - (1) Background Check – Standard Process for tracking only up to 20 packages, defaulting logic included, Standard Statuses, Integration to support one Vendor statewide.
- Add the following language below the Integrations in Scope, List of Integrations in Scope table:

CHANGE ORDER

Customer may select additional Workday configured integrations or integration templates that support the functional scope outlined in the SOW. Additional configured integrations or integration templates may not exceed a total of 180 hours. Customer acknowledges any additional integrations identified after August 1, 2023 may not be ready to migrate to their Production environment by the identified go-live date.

- Remove the Identity Management Providers: Microsoft Azure task
- Remove the following Authentication Assumption:
    - "Each IDM/AD system will require one custom outbound integration system for worker demographic data and one inbound custom integration system for worker demographic updates – examples ID's, emails, phones, work location, etc"
- Scope addition: Travel Expense reimbursement in accordance with Neb. Rev. Stat. § 81-1174

Changes to Deliverables:

- N/A

Changes to Project Schedule:

- This Change Order modifies the project schedule set forth in the current project plan as follows:

	Plan	Architect & Configure##	Test	Deploy	Post-Production Support
Estimated Duration	8 weeks	13 weeks	8 weeks	3 weeks	2 weeks
Estimated Completion	02/24/2023	05/26/2023	09/09/2023	09/29/23	10/13/2023

-

Changes to Go Live Date:

- This Change Order shall extend the Go-Live Date of the Original SOW from June 30, 2023 to October 2, 2023.

Impact Assessment:

Project Activities Affected	Functional scope and integrations
Tasks removed from Original SOW	Inbound/outbound integration for Azure demographic information
Tasks modified from Original SOW	Added additional functional scope for Recruiting and Integrations
Project Schedule Impact	Extended go-live out to October due to customer availability
Estimated Level of Effort (Hours):	No additional hours expected
Estimated Change Order Fees	$0.00

CHANGE ORDER

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name	Peter Gierasch	Peter Gierasch
Street Address **City, State/Province, Postal Code** **Country**	PO Box 94905 Lincoln, NE 68509-4905 United States	PO Box 94905 Lincoln, NE 68509-4905 United States
Phone/Fax #	402-471-2345	402-471-2345
Email (required)	Peter.gierasch@nebraska.gov	Peter.gierasch@nebraska.gov

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Change Order as of the later dates beneath the parties' signatures below.

Precision Task Group, Inc.	**State of Nebraska**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 3	12/27/22
BUSINESS UNIT	BUYER
65025015	JOY FISCHER (AS)

CONTRACT NUMBER
92458 O4

VENDOR NUMBER: 2636931

VENDOR ADDRESS:

PRECISION TASK GROUP INC
9801 WESTHEIMER RD STE 803
HOUSTON TX 77042-3956

THE CONTRACT PERIOD IS:

SEPTEMBER 30, 2020 THROUGH OCTOBER 26, 2027

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Phone: 281-804-3980
E-Mail: Michael.baudler@ptg.com

(9/30/20 sc)

Addendum one as attached. (6/30/21 ml/ch)

Addendum Two as attached. (1/12/22 ch)

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DocuSigned by: Joy Fischer 12/29/2022
BUYER

DocuSigned by: Michelle Potts 12/29/2022
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
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BUSINESS UNIT	BUYER
65025015	JOY FISCHER (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
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65025015	JOY FISCHER (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
17	CONSULTANT FUNCTIONAL PER SOW #P372670	3,068.0000	HR	241.0700	739,602.76
18	TRAINING FEES PER ORDER FORM #P369291	44,045.0000	$	1.0000	44,045.00
19	TRAINING FEES PER ORDER FORM #P369291	23,297.0000	$	1.0000	23,297.00
20	SUBSCRIPTION FEE OCTOBER 27, 2022, TO OCTOBER 26, 2023 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
21	SUBSCRIPTION FEE OCTOBER 27, 2023, TO OCTOBER 26, 2024 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
22	SUBSCRIPTION FEE OCTOBER 27, 2024, TO OCTOBER 26, 2025 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
23	SUBSCRIPTION FEE OCTOBER 27, 2025, TO OCTOBER 26, 2026 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000	1,099,439.00
24	SUBSCRIPTION FEE OCTOBER 27, 2026, TO OCTOBER 26, 2027 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,442.0000	1,099,442.00
	Total Order				**13,597,629.56**

BUYER INITIALS

ADDENDUM FOUR
Contract 92458 O4
Software Products, Software as a Service, and Enterprise Resource Planning Software Modules
Products and Services for the State of Nebraska
Between
The State of Nebraska and Precision Task Group, Inc.

This Addendum (the “Addendum”) is made by the State of Nebraska and Precision Task Group, Inc. (the “Contractor”) parties to Contract 92458 O4 (the “Contract”) and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

1. Per PTG Workday Deployment Technical Services SOW, Order Form #P369291, and Order Form #P00343123.0, contract lines 13-22 will be added as follows:

Line	Description	Quantity	Unit of Measure	Unit Price
13	DELIVERY ASSURANCE CONSULTANT PER SOW #P372670	26.0000	HR	371.2500
14	ENGAGEMENT MANAGER PER SOW #P372670	653.0000	HR	327.8600
15	PRINCIPAL CONSULTANT FUNCTIONAL PER SOW #P372670	468.0000	HR	323.0400
16	SR CONSULTANT FUNCTIONAL PER SOW #P372670	1,460.0000	HR	303.7500
17	CONSULTANT FUNCTIONAL PER SOW #P372670	3,068.0000	HR	241.0700
18	TRAINING FEES PER ORDER FORM #P369291	44,045.0000	$	1.0000
19	TRAINING FEES PER ORDER FORM #P369291	23,297.0000	$	1.0000
20	SUBSCRIPTION FEE OCTOBER 27, 2022 TO OCTOBER 26, 2023 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000
21	SUBSCRIPTION FEE OCTOBER 27, 2023 TO OCTOBER 26, 2024 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000
22	SUBSCRIPTION FEE OCTOBER 27, 2024 TO OCTOBER 26, 2025 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000

2. Per Amendment Number Two to the DIR Contract DIR-TSO-4242, section 3. “Survival”, contract lines 23-24 survive expiration of the Texas DIR-TSO-4242 and are hereby added as follows:

23	SUBSCRIPTION FEE OCTOBER 27, 2025 TO OCTOBER 26, 2026 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,439.0000
24	SUBSCRIPTION FEE OCTOBER 27, 2026 TO OCTOBER 26, 2027 PER ORDER FORM #P00343123.0	1.0000	YR	1,099,442.0000

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this or Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this or Addendum and the Contract or any earlier or addendum, the terms of this or Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: DocuSigned by: Michelle Potts B306917D66EE486...

Name: Michelle Potts

Title: Interim Materiel Administrator

Date: 12/29/2022

Contractor: Precision Task Group, Inc.

By: DocuSigned by: Michael Baudler 264A5CA7A00948D...

Name: Michael Baudler

Title: cfo

Date: 12/28/2022

ORDER FORM # P369291
TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES RESALE AGREEMENT

Reseller Name	Precision Task Group, Inc. or PTG (hereinafter, the "Reseller")
Customer Name	State of Nebraska
Workday Entity Name	Workday, Inc. 6100 Stoneridge Mall Road Pleasanton, CA 94588
Agreement Effective Date	December 14, 2019
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	October 27, 2022 through October 26, 2024
Currency	USD
Total Training Fees	67,342

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Agreement, invoiced upon Order Effective Date	44,045
2	Due on first anniversary of the Order Term start date	23,297
	Total Payment Amount	67,342

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
AK	Adoption Kit	13,221	1	2	26,442
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	5,038	1	2	10,076

SKU	Training Offering	Price Per Unit	Quantity	Term	Total Training Fees
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	5,038	1	2	10,076
				Total Training Fees	46,594

SKU	Training Offering	Price Per Unit	Quantity	Total Training Fees
TC	Training Credits (prepaid)	741	28	20,748
			Total (TC) Training Fees	20,748

Customer Contact Information	Billing, In Care of
Contact Name	Peter Gierasch
Street Address City/Town, State/Province/Region Zip/Postal Code Country	PO Box 94905 Lincoln, NE 68509-4905 United States
Phone/Fax #	402-471-2345
Email (Required)	Peter.gierasch@nebraska.gov

This Order Form is entered into as of the Order Effective Date listed above, and subject to and governed by the Agreement and the attached Additional Terms applicable to Training, incorporated herein by reference, for Reseller to resale the Workday Training Offerings hereunder. All remittance advice and invoice inquiries can be directed to accounting@ptg.com.

[SIGNATURE PAGE FOLLOWS]

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

State of Nebraska	**Precision Task Group, Inc.**
Lee E. Will	Michael Baudler Digitally signed by: Michael Baudler DN: CN = Michael Baudler email = michael.baudler@ptg.com C = US O = Precision Task Group, Inc. Date: 2022.10.28 10:49:04 -06'00'
Signature	Signature
Lee E. Will	Michael Baudler
Name	Name
Acting DAS Director, Budget Admin	CFO
Title	Title
10/26/22	10/28/2022
Date Signed	Date Signed

Additional Terms applicable to Training

1. **Training Terms.** Each Training Credit may be used for either: (i) one day of in person attendance for one attendee to a Workday classroom training course at a designated Workday facility, (ii) one day of in person attendance for one attendee to a Workday instructor-led onsite training course at a Customer facility (subject to subpart 3 below), or (iii) two days of virtual (online remote) attendance for one registered attendee to a Workday virtual instructor-led training course. The registered attendee shall not permit others to participate. Customer may not register for and apply Training Credits to training until such Training Credits are purchased pursuant to an Order Form. Customer may not retroactively apply subsequently purchased Training Credits to training for which registration occurred before the applicable Order Effective Date. If Customer registers for training without an adequate prepaid Training Credit balance, pricing for purchase of a single Training Credit shall apply. The number of Training Credits required for an attendee to attend a specific course varies by the duration of the course (in days). Specific offerings and the requisite number of Training Credits for attendance are set forth in Workday's current training catalog. Any Customer request for a cancellation of a class enrollment must be submitted as a Training Case via the Customer Center by the Customer Training Coordinator at least seven (7) full calendar days prior to the scheduled start date of the class. Cancellation requests received less than seven (7) calendar days prior to the scheduled start date will not be honored and are subject to the full training fee. Because Training Credits do not expire and sales of Training Credits are used, in part, to project training staffing needs, Workday reserves the right to decline to sell Training Credits grossly in excess of a Customer's anticipated need. Any conversion of unused Training Credits to credits used against professional services uses the price paid for the Training Credits against the then-current prices for the professional services against which the credits are applied.

2. **Training Credit Bulk Purchase Option**. Workday's discounted bulk purchase rates will be applied to the cumulative number of Training Credits purchased during a rolling 12-month period provided Customer prepays for all such purchases. Discounted rates will not be applied retroactively for previously purchased Training Credits. Any a la carte training purchases, including purchases of courses from the Learning Management System (LMS) course list, will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. Rates are as shown in Reseller's Texas DIR Pricing.

3. **On-Site Training Terms.** On-site training at Customer's site is subject to Workday's approval and the following terms. Customer will provide the required training facility in accordance with the Workday-provided specifications for room set-up, hardware and Internet connectivity requirements. Each attendee will have an individual workstation complete with Internet connectivity. On-site training fees will be billed in advance or Customer may utilize Training Credits purchased on a previous Order Form if fully paid. In addition to the applicable fees for the Training Credits, Customer will be responsible for the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session. On-site training not completed in the period scheduled will not be refunded, nor will it be applied to any other Workday service offering. The minimum and maximum number of students for any on-site training is thirteen (13) minimum and eighteen (18) maximum.

4. **"LOD" " Learn On-Demand Terms.** The first Learn On-Demand SKU of each Library purchased by Customer is for ten (10) Named Users. Each 5 Additional Users SKU is for five (5) additional Named Users for the stated Library. A Library is a bundle of specific, related training concepts. Library offerings currently include: (i) HCM, (ii) Cross Application Technology, (iii) Financials, (iv) Workday Payroll, and (v) Education & Government. A Named User is an eligible Employee of Customer for which Customer has provided Workday a valid name and e-mail address. Each Named User will be assigned a password granting the Named User access to the LOD. Named Users may not be substituted without the prior written consent of Workday, which will not be unreasonably withheld. Each Named User may access all of the LOD content within a specific Library during the stated number of years above.

5. **Adoption Kit Terms.** The Adoption Kit includes: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the Adoption Kit subscription term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the Adoption Kit subscription term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the Adoption Kits solely for the purpose of internally distributing the relevant Adoption Kit material to promote internal use of the Service by Customer's Employees. Customer shall reproduce all Workday proprietary rights notices and headings on any copies, in the same manner in which such notices were set forth in or on the original. Customer is solely responsible for the accuracy of any modifications or customizations of the Adoption Kits made by it. Subject to Workday's underlying intellectual property rights in the Adoption Kits and the Service, Customer owns all improvements and other materials that Customer may develop, make or conceive, either solely or jointly with others (but not with Workday), whether arising from Customer's own efforts or suggestions received from any source other than Workday, that relate to the Adoption Kits (Adoption Kit Improvements). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all Adoption Kit Improvements. Customer agrees that Adoption Kit Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the End User Terms and Conditions. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Adoption Kit Improvements should Workday create similar materials independently.

6. **Miscellaneous Training Terms.** Workday training is for use by Customer Employees and Authorized Parties only and for purposes consistent with the End User Terms and Conditions. In no event will Customer allow third parties to access or use Workday training or related materials, including, but not limited to, other existing or potential Workday customers or partners. Workday training classes and courses may not be videotaped, recorded, downloaded or duplicated without Workday's prior written consent. A SOW for training is non-cancelable and associated fees are non-refundable and non-transferable. Customer will pay for all classroom and virtual training courses attended by Customer's Employees and Customer's Authorized Parties. Workday may utilize an external learning management system for training enrollment and tracking of course attendance. Customer understands that any such system is not part of the Workday Service.

ORDER FORM #P00343123.0
TO THE STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT DIR-TSO-4242 ("AGREEMENT")

Reseller Name	Precision Task Group, Inc.
Customer Name	State of Nebraska
Workday Entity Name	Workday Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Agreement Effective Date	December 14, 2019
Order Effective Date	The later of the dates of the parties' signatures below
Order Term	October 27, 2022 through October 26, 2027
Currency	USD
Underlying Order Forms	P225024, P256615
Total Subscription Fee	5,497,198

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Agreement, invoiced upon Order Effective Date	1,099,439
2	Due on first anniversary of the Order Term start date	1,099,439
3	Due on second anniversary of the Order Term start date	1,099,439
4	Due on third anniversary of the Order Term start date	1,099,439
5	Due on fourth anniversary of the Order Term start date	1,099,442
	Total Payment Amount	5,497,198

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	October 27, 2022 through October 26, 2023	1,056,333
2	October 27, 2023 through October 26, 2024	1,077,460
3	October 27, 2024 through October 26, 2025	1,099,009
4	October 27, 2025 through October 26, 2026	1,120,988
5	October 27, 2026 through October 26, 2027	1,143,408
	Total Subscription Fee	5,497,198

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 Underlying Order Form(s)). During the initial Term, any increases due to CPI (also defined in the Underlying Order Form(s) are waived.

Baseline FSE Worker Count by SKU		
SKU	**Service**	**Baseline FSE Worker Count for Order Term**
TLOA*	Talent Optimization Add On	17,544.60
LRN*	Learning	17,544.60
MCNF*	Media Cloud - No Fee	17,544.60
REC*	Recruiting	17,544.60
CCLRN*	Cloud Connect for Learning	17,544.60

* *Customer agrees that the number of FSE Workers for this service SKU will always be equal to the total number of FSE Workers for HCM, minus any Former Workers with Access.*

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LRNXE	Workday Learning for Extended Enterprise	Seats	Up to 2,000 Seats

Additional Metric Definition(s).
Additional Metric Definition Table

SKU	Metric	Definition
LRNXE	Seat	A right for a named individual authorized by Customer to access the Service.

Growth and Expansion.
Customer will report to workday@ptg.com as specified in the Underlying Order Form(s) for the metrics as provided below. Due to the Add-On Services shown in the Subscription Rights Table, the Expansion Rate(s) in the Underlying Order Form(s) are incrementally increased as provided below:

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

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	68.61
MCNF	No Fee

a. **Additional Metric Reporting for Published Data Rows/User/Seat.**
Reporting for the following SKU(s) is based on the highest daily number of Users or Seats, as applicable, for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9-months preceding the Annual Reporting Period.

Additional Metric Expansion Table for Published Data Rows/User/Seat:

SKU	Service	Annual Expansion Rate for Additional Metric Increase
LRNXE	Total of 5,000 Seats	30,591

Customer Information	Billing Contact, In Care of	Customer Support
Contact Name	Peter Gierasch	Peter Gierasch
Street Address City/Town, State/Region/County, Zip/Post Code, Country	PO Box 94905 Lincoln, NE 68509-4905 United States	PO Box 94905 Lincoln, NE 68509-4905 United States
Phone/Fax #	402-471-2345	402-471-2345
Email (required)	Peter.gierasch@nebraska.gov	Peter.gierasch@nebraska.gov

The Total Subscription Fee is based on the maximum indicated in the Baseline FSE Worker Count by SKU table, and any use in excess of such maximum will be subject to the applicable Growth section. FSE Workers, may not be decreased during the Order Term. Customer understands that the Base Subscription Fee for the Renewal Term of this Order Form is 1,143,408 and is incremental to the Base Subscription Fees in the associated Underlying Order Form(s).

This order form (including all of the attachments hereto, collectively this "**Order Form**") is by and between the customer entity stated above ("**Customer**") and Precision Task Group Inc., an authorized reseller of the Workday Service (as defined herein) ("**Reseller**") and is valid and binding as of the later of the dates of the parties' signatures and is subject to and governed by DIR CONTRACT NO. DIR-TSO 4242 and the Appendix 1 Terms of the Underlying Order Form P225024, which include, the Workday SLA and Security Exhibit, the Workday SLA Service Credit Exhibit, and the Data Processing Exhibit, all of which are incorporated herein by reference and/or set forth in Appendix 1 hereto (collectively, the "**SA**"). The parties also agree to the terms in the attached Addendums A, B, and C. The Workday Learning SKU (if applicable) is also subject to the terms in Addendum B attached hereto (the "**Learning Terms Addendum**"). The Workday Media Cloud SKU (if applicable) is also subject to the terms in Addendum C attached hereto (the "**Media Cloud Terms Addendum**"). For purposes of clarity, the parties understand and agree the "Media Cloud Content" (as defined in the product specific addenda terms hereunder) is not "Customer Data." In the event of a conflict between the terms of the DIR CONTRACT NO. DIR-TSO 4242 and the terms of this Order Form (including all attachments hereto), the terms of the DIR CONTRACT NO. DIR-TSO 4242 shall prevail.

NEITHER WORKDAY, INC. NOR ANY OF ITS AFFILIATES IS A PARTY TO THIS ORDER FORM OR ANY OF ITS ATTACHMENTS. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS CONTRACTING DIRECTLY WITH RESELLER AND NOTHING CONTAINED HEREIN IS INTENDED TO CREATE A DIRECT CONTRACTUAL RELATIONSHIP BETWEEN CUSTOMER AND WORKDAY, INC. OR ITS AFFILIATES OR TO CREATE ANY RIGHTS OR REMEDIES OF CUSTOMER AGAINST WORKDAY, INC. OR ITS AFFILIATES. CUSTOMER EXPRESSLY AGREES THAT (I) WORKDAY IS A THIRD PARTY BENEFICIARY TO THIS ORDER FORM AND MAY ENFORCE ANY AND ALL PROVISIONS OF THIS ORDER FORM AGAINST THE CUSTOMER, AND (II) NEITHER CUSTOMER NOR ANY AUTHORIZED PARTY OR OTHER THIRD PARTY IS A THIRD PARTY BENEFICIARY TO ANY AGREEMENT BETWEEN WORKDAY AND RESELLER. RESELLER AND WORKDAY'S PROVISION OF THE WORKDAY SERVICE AND/OR ANY TECHNICAL SERVICES TO CUSTOMER SERVES AS CONSIDERATION FOR CUSTOMER'S OBLIGATIONS IN THESE TERMS.

For the avoidance of doubt, any Technical Services provided by Reseller or its subcontractors (including Workday) will be subject to a separate and independent Technical Services Agreement (as defined in Appendix 1 hereto).

In accordance with the Section 11.1(B) of Appendix A of DIR-TSO-4242, Customer and PTG agree that for disputes not resolved in the normal course of business or as otherwise provided for in Sec. 2251.051 Texas Government Code, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used. In addition to the foregoing, and as it relates specifically to the Workday Service, Customer agrees that continued performance shall not be required during a dispute where Workday (acting in good faith) is seeking or has obtained an injunction due to a Customer's violation of Workday's Intellectual Property Rights as set forth herein.

This Order Form is subject to and governed by the SA. In the event of a conflict, the provisions of this Order Form take precedence over the SA. The parties agree that the following product-specific Addenda are hereby added to the Order Form and incorporated herein:

a. Addendum A – Workday Service SKU Descriptions
b. Addendum B – Workday Learning Additional Terms and Conditions
c. Addendum C - Workday Media Cloud Additional Terms and Conditions

Any Service SKU described in this Order Form is a Covered Service under the Workday Universal DPE and Workday Universal Security Exhibit. All remittance advice and invoice inquiries shall be directed to accouting@ptg.com.

[Signature Page Follows]

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

State of Nebraska	**Precision Task Group, Inc.**
Lee E Will	Michael Baudler Digitally signed by: Michael Baudler DN: CN = Michael Baudler email = michael.baudler@ptg.com C = US O = Precision Task Group, Inc. Date: 2022.10.28 10:01:20 -06'00'
Signature	Signature
Lee E. Will	Michael Baudler
Name	Name
Acting DAS Director, Budget admin	CFO
Title	Title
10/26/22	10/28/2022
Date Signed	Date Signed

ADDENDUM A
WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

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

Service	**Description**
Talent Optimization Add On	Talent Optimization Add On includes features that (if and when available) enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities. This SKU requires customers to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.
Learning	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.
Recruiting	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Cloud Connect for Learning	Cloud Connect for Learning extends Workday Learning by providing integrations to third party content providers. This includes the ability to search third party learning course information, access learning courses, and, if and when available, track and retain records. This SKU requires an active subscription to Workday Learning. It also requires customers to maintain an active subscription to Innovation Services and opt in to the corresponding Innovation Service.
Workday Learning for Extended Enterprise	Learning for Extended Enterprise enables Customer to use Learning to provide courses and related materials through access provisioned by a Customer administrator to Extended Enterprise Learners. An Extended

	Enterprise Learner is an individual authorized by Customer for access to the Learning Service that is not a member of Customer's internal workforce. This SKU requires an active subscription to Workday Learning.

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

State of Nebraska	**Precision Task Group, Inc.**
Lee E Will	Michael Baudler Digitally signed by: Michael Baudler DN: CN = Michael Baudler email = michael.baudler@ptg.com C = US O = Precision Task Group, Inc. Date: 2022.10.28 10:01:33 -06'00'
Signature	Signature
Lee E. Will	Michael Baudler
Name	Name
Acting DAS Director, Budget Admin	CFO
Title	Title
10/26/22	10/28/2022
Date Signed	Date Signed

ADDENDUM B
WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Workday Learning Additional Terms and Conditions (these "**Learning Terms**") are subject to and governed by this Order Form (inclusive of the SA and all associated Exhibits) and, except as otherwise set forth herein, apply to Workday Learning. Unless otherwise defined herein, capitalized terms used in these Learning Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). The parties agree that these Learning Terms apply exclusively to the use of Workday Learning and do not otherwise amend the terms of the Order Form (inclusive of the SA and all associated Exhibits). Notwithstanding anything to the contrary in the Order Form (inclusive of the SA and all associated Exhibits) and solely with respect to Workday Learning provided hereunder, in the event of a conflict, the provisions of these Learning Terms shall take precedence over provisions of the body of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Customer understands, and the parties agree, that Section 8(A)(I) ("Data Location") of Section 8 of the DIR Contract No. DIR-TSO-4242 titled "Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts", as amended by Section 3.B. of Amendment 2, shall not apply to the Workday Learning Service. Customer acknowledges that Course Content and Media Cloud Content are not Customer Data as defined in the SA.

1. Permitted Scope of Use

Customer may use Workday Learning only for the internal business purposes of Customer and its Affiliates for training and developing its internal workforce limited to its Employees or Workers having an Active Record in the HCM Service and that are included in the number of FSE Workers in a current Order Form. Learning includes unlimited storage for Media Cloud Content (defined in the Media Cloud Terms Addendum) for Customer's learning programs and unlimited bandwidth. All use of Media Cloud, both with Learning and with any other Service applications, is subject to the terms and conditions set forth in the Media Cloud Terms Addendum.

2. Course Content

Workday Learning provides Customer with the opportunity to build and promote to its workforce customized learning programs, lessons, and campaigns created through use of the Workday Learning Service ("Courses"). Courses may include links to or otherwise incorporate Media Cloud Content. Customer is solely responsible for all content of Courses it creates in Workday Learning, including any related Media Cloud Content ("Course Content"). Customer must obtain and maintain all necessary rights, consents, permissions and licenses to transfer, convert, input or upload Course Content into Workday Learning and to publish, broadcast, and otherwise make any such Course Content available to its users. Customer is responsible for obtaining all applicable licenses and authorizations for streaming or displaying Course Content to its users in any and all locations from which Customer's users access the Workday Service. To the extent Customer is not the sole owner of any Course Content, Customer is solely responsible for complying with the content owner's applicable terms of use and all Laws applicable to use of such Course Content, both from where Course Content is accessed and where Course Content is displayed. To the extent allowed by law and as agreed to by Customer herein, Customer is responsible for any losses arising out of or relating to any third-party claim concerning Course Content or Customers' violation of the applicable Acceptable Use Policies (defined in the Media Cloud Terms Addendum). Customer grants Workday, its service providers and subcontractors, and its and their Affiliates, all right and licenses to access, publish and use Course Content for the purposes of providing the Learning Service and/or to comply with the Laws or requests of a governmental or regulatory body.

3. Additional Support Location for Workday Learning

Customer understands and agrees that Workday may provide support for Learning from Canada, including access to Customer's Tenants in connection with such support.

v20.2

[ADDENDUM B SIGNATURE PAGE FOLLOWS]

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

State of Nebraska	**Precision Task Group, Inc.**
Lee E Will	Michael Baudler Digitally signed by: Michael Baudler DN: CN = Michael Baudler email = michael.baudler@ptg.com C = US O = Precision Task Group, Inc. Date: 2022.10.28 10:01:46 -06'00'
Signature	Signature
Lee E. Will	Michael Baudler
Name	Name
Acting DHS Director, Budget Admin	CFO
Title	Title
10/26/22	10/28/2022
Date Signed	Date Signed

ADDENDUM C
WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Workday Media Cloud Additional Terms and Conditions ("**Media Cloud Terms**") apply only to Workday's Media Cloud. Unless otherwise defined, capitalized terms used in these Media Cloud Terms have the same meaning as set forth in the Underlying Order Form (inclusive of the SA and all associated Exhibits). These Media Cloud Terms, which are subject to and governed by the Underlying Order Form (inclusive of the SA and all associated Exhibits) except as otherwise set forth herein, apply to Media Cloud and Media Cloud Content (as defined below). The parties expressly agree that these Media Cloud Terms apply uniquely to Media Cloud and Media Cloud Content and do not in any way amend the terms of the Underlying Order Form (inclusive of the SA and all associated Exhibits). Notwithstanding anything to the contrary in the Underlying Order Form (inclusive of the SA and all associated Exhibits) and solely with respect to Workday Media Cloud provided hereunder, in the event of a conflict, the provisions of these Media Cloud Terms shall take precedence over provisions of the body of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Customer understands, and the parties agree, that Section 8(A)(I) ("Data Location") of Section 8 of the DIR Contract No. DIR-TSO-4242 titled "Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts", as amended by Section 3.B. of Amendment 2, shall not apply to the Workday Media Cloud Service. Customer acknowledges that Media Cloud Content is not Customer Data as defined in the SA.

1. **Provision of Media Cloud.** "**Media Cloud**" consists of Workday's storage, encoding, caching, playback, streaming, and related service components for Media Cloud Content as provided by Workday for customers of the Service. Media Cloud components are hosted or delivered by third party service providers as described on Workday's Subprocessor List at https://www.workday.com/en-us/legal/subprocessors.html (collectively, "**Media Cloud Subprocessors**"). Workday may change its Media Cloud Subprocessors or move portions of Media Cloud into a Workday hosted co-location data center. Workday shall provide prior notice of a change to any Media Cloud Subprocessor through its standard customer communication methods (i.e. Workday's Subprocessor List, Community posts, etc.). Workday is not required to escrow third-party source code that is used in providing Media Cloud.

2. **Media Cloud Content.** Media Cloud Content is Confidential Information subject to the Underlying Order Form (inclusive of the SA and all associated Exhibits). "**Media Cloud Content**" means:

(1) all video, audio, live stream and packaged e-learning content (such as SCORM, AICC, xAPI, CMI-5 or other formats) (referred to herein as "Packaged Media Content") either (A) uploaded by or for Customer to Media Cloud through any Service application including Workday Drive, (B) recorded or created by or for Customer within a Service application using any Media Cloud features, or (C) auto-generated by Media Cloud in connection with items (1)(A) or (1)(B);

(2) any images, thumbnails, closed-captions, text transcripts, presentation slides, tracking data, annotations, questions, responses, and other metadata related to any Media Cloud Content listed in Section 2, item (1); and

(3) all content retrieved by Media Cloud from a third-party API that is either publicly available or for which Customer has obtained and provided valid credentials to the Service to import such content into Media Cloud.

3. **Player for Packaged Media Content.** Workday Media Cloud offers an optional "**Player for Packaged Media Content**". The Player for Packaged Media Content is not part of the Service and is not covered under Workday's existing audit reports, security exhibits, data processing terms, or the Workday Customer Audit Program. Workday shall provide support for the Player for Packaged Media Content consistent with Workday's standard support policy. Customer is licensed to use the Player for Packaged Media Content solely in support of Customer's use of the Learning Service. "**Packaged Media Content User Interaction Data**" means data relating to user interactions with Packaged Media Content, including but not limited to, start/stop course activity, quiz responses, and interactions with page elements.

4. **Customer Rights and Obligations.** Customer shall use Media Cloud only in connection with authorized use of the Service for the benefit of Customer, its Affiliates, and its Authorized Parties covered under a current subscription agreement. Customer shall use Media Cloud only in accordance with these Media Cloud Terms. Customer shall: (1) maintain all licenses, consents, rights, permits, and authorizations necessary for transferring, uploading, publishing, broadcasting, streaming and displaying Media Cloud Content in all locations from which

Customer's or its Affiliate's users access the Service and for the public use of external sites as referenced above; (2) to the extent Customer is not the sole owner of any Media Cloud Content, comply with the content owner's applicable terms of use; (3) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, the Media Cloud AUPs; (4) comply with, and ensure its Affiliates, Authorized Parties, and all of their users comply with, all Laws applicable to use of Media Cloud Content, both from where Media Cloud Content is accessed and where Media Cloud Content is displayed; and (5) be responsible for the transfer of personal data or other sensitive data to Media Cloud. Customer acknowledges that Media Cloud is not intended for storage or transmission of sensitive personal data or credit card data. Customer shall not upload or transmit Protected Health Information as defined in 45 C.F.R. §160.103 ("**PHI**") in or to Media Cloud, and Customer, to the extent allowed by law and as agreed to by Customer herein, is responsible for any losses arising out of or relating to any third-party claim concerning Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates, Authorized Parties, or its users. Customer acknowledges that content provided by Workday and third parties, as well as content catalog listing information, is not part of the Service, and Customer shall use such content in accordance with the content provider's terms of use and privacy policies.

5. **Media Cloud AUPs.** "**Media Cloud AUPs**" means Workday's Learning and Media Cloud AUP, which also incorporates by reference Acceptable Use Policies of each applicable Media Cloud Subprocessor. The current version of the Media Cloud AUPs can be found at https://community.workday.com/aup-learning and is subject to change at the discretion of Workday and each applicable Media Cloud Subprocessor at any time. Workday may suspend Customer's access to Media Cloud at any time if Workday or a Media Cloud Subprocessor reasonably believes Customer has violated, or intends to violate, the Media Cloud AUPs or these Media Cloud Terms. To the extent practicable, Workday will only suspend Customer's right to access or use the instances, data (including Media Cloud Content), or portions of Media Cloud that caused the suspension. Any such suspension will not be deemed a breach of the Underlying Order Form (inclusive of the SA and all associated Exhibits)by Reseller or Workday. Customer shall cooperate with Workday and its Media Cloud Subprocessors in the investigation of any actual or alleged violation of the Media Cloud AUPs.

6. **Ownership and Reservation of Rights.** As between Workday and Customer, Customer retains all ownership in the Media Cloud Content uploaded to Media Cloud by any Authorized Party of Customer. Notwithstanding the foregoing, Workday or its suppliers retain all ownership in Media Cloud Content that it makes available for Customer use. Workday is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Customer. Workday and its suppliers retain all ownership in all components of Media Cloud. Customer is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Workday.

7. **Security.** Workday shall comply with the Workday Universal Security Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access. Media Cloud leverages a third-party Content Delivery Network ("**CDN**") to deliver Media Cloud Content to Customer end users. Currently, Media Cloud Content and Packaged Media Content User Interaction Data that traverses through the CDN uses Transport Layer Security (TLS). Media Cloud Content and Packaged Media Content User Interaction Data is not encrypted at rest when temporarily cached in the CDN. Packaged Media Content and other Media Cloud Content will not be considered Customer Data (or equivalent term in the Underlying Order Form (inclusive of the SA and all associated Exhibits)).

8. **Data Processing Terms**. All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html (the "**Workday Universal DPE**").

9. **Support.** Customer acknowledges that (1) Workday may provide support for Media Cloud from Canada and other Workday support locations, including access to Customer's Media Cloud Content in connection with such support and (2) to the extent Customer elects to use any third party tool or website to diagnose and troubleshoot any issues with Customer's Media Cloud Content or use of Media Cloud, even if recommended by Workday, Customer is solely responsible, to the extent allowed by law and as agreed to by Customer herein, for all losses arising out of or relating to Customer's use of any such third party tool or website.

10. **Media Cloud Term and Termination.** Notwithstanding anything to the contrary in the Underlying Order Form (inclusive of the SA and all associated Exhibits) or the Order Form to which this Addendum is attached, unless

earlier terminated as provided herein, these Media Cloud Terms shall commence on the Order Effective Date and continue through the end of the term of the Underlying Order Form (inclusive of the SA and all associated Exhibits). Unless Customer has a subscription to use the Learning Service, then either party may terminate these Media Cloud Terms by providing formal written notice in accordance with the notice requirements in the Underlying Order Form (inclusive of the SA and all associated Exhibits). As of the effective date of termination of these Media Cloud Terms: (1) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (2) Customer will no longer provide any Media Cloud Content; and (3) Workday will delete all of Customer's Media Cloud Content in a timely manner. Except for Customer's right to use Media Cloud, the provisions herein will survive any termination or expiration of these Media Cloud Terms. Customer acknowledges that Media Cloud Terms must be in place for Customer to use certain features of other Service applications, such as Learning.
v22.3

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

State of Nebraska	**Precision Task Group, Inc.**
Lee E Will	Michael Baudler Digitally signed by: Michael Baudler DN: CN = Michael Baudler email = michael.baudler@ptg.com C = US O = Precision Task Group, Inc. Date: 2022.10.28 10:00:58 -06'00'
Signature	Signature
Lee E. Will	Michael Baudler
Name	Name
Acting DHS Director, Budget Admin	CFO
Title	Title
10/26/22	10/28/2022
Date Signed	Date Signed

Services Agreement for Workday Technical Services

This Appendix D Services Agreement for Workday Technical Services (this "**Agreement**"), dated as of October 27, 2022 (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 ("**Vendor**") and State of Nebraska, with its address at 1526 K. Street, Nebraska 68508 ("**Customer**" and together with Vendor, the "**Parties**", and each a "**Party**"). This Agreement is entered into under the terms and conditions of the DIR Contract DIR-TSO-4242 ("**DIR Contract**"), which are incorporated herein by reference.

WHEREAS Vendor is a reseller of certain Workday products and technical services under the DIR Contract;

WHEREAS Customer desires to retain Vendor to provide certain technical services, and Vendor is willing to perform such services under the terms and conditions of DIR Contract No. DIR-TSO-4242 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, Vendor and Customer agree as follows:

1. Services.

1.1 Vendor and Workday Obligations. Vendor shall resell Workday Technical Services ("**Services**" or "**Technical Services**") for its subcontractor, Workday, Inc. or other applicable and DIR approved subcontractor (*referred to as* "**Workday**" or "**Workday Subcontractor**" while Workday, Inc. *shall individually be referred to as* "**Workday, Inc.**"), to perform the 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**" or "**SOW**").

1.2 Customer Obligations. Customer shall use the 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 Technical Services to be provided, will be described in a document (a "**Change Order**"). Due to the complexity of some project Change Orders, Vendor may bill the Customer for the time required to scope and estimate the requested change by Workday Subcontractor. Vendor 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 Technical Services for the work described in the Change Order. Vendor, 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 Vendor has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval by Vendor, Workday Subcontractor will begin performing the Technical 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 Vendor and Workday Subcontractor, will provide Vendor and Workday Subcontractor such assistance as Vendor 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 Vendor 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 Services are being provided and shall be knowledgeable with respect to the pertinent Statement of Work. Customer will provide Vendor and Workday Subcontractor accurate and complete information necessary for the implementation of the Services. Customer agrees to pay Vendor'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 Vendor's project manager of any problem, deficiency or dissatisfaction with respect to the Services or work being performed by Vendor and Workday Subcontractor, any Deliverable or any employee or contractor of Vendor 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 Vendor's or Workday Subcontractor's scheduled 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 Services or individual phases of the 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 Vendor'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 Services by the Vendor 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 Vendor's then current fee schedule on the DIR Contract Appendix C, Pricing Index. Payment to Vendor of such fees and the reimbursement of expenses pursuant to this Section 2 shall constitute payment in full for the performance of the Services. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable in accordance with Appendix A, Section 8.J. of DIR Contract No. DIR-TSO-4242. Vendor may send all Customer invoices electronically (by email or otherwise).

2.2 Expenses. Customer shall reimburse Vendor for all reasonable pre-approved expenses and necessary travel and living expenses incurred by Vendor in the performance of the Services under this Agreement and in accordance with the Texas Comptroller's Travel Management Guide. Upon Customer's written request, Vendor will submit supporting expense documentation and copies of receipts to Customer for expenses over Twenty-Five United States Dollars ($25).

2.3 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 5.2 "Warranty Remedies", Section 6 "Infringement", or under the applicable Statement of Work, all payment obligations for Technical Services actually provided to Customer under any and all Statements of Work are non-cancelable and amounts paid are non-refundable.

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, Vendor reserves the right to suspend the Services, without liability to Customer, until such amounts are paid in full.

2.5 Possible Suspension of Technical Services. If Customer's account is more than thirty (30) days overdue (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, Vendor reserves the right to cease providing Technical Services to Customer, without liability to Customer, until such amounts are paid in full. In such event, completion of the Services or a particular phase thereof may be delayed and the schedule, costs or milestones for particular Services will be adjusted by Vendor to reflect any required changes.

2.6 Taxes. Taxes shall be handled in accordance with Appendix A, Section 8.E. of DIR Contract No. DIR-TSO-4242.

3. Proprietary Rights.

3.1 Workday Ownership. All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by a Workday Subcontractor or Vendor, in the course of performing Technical Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "**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.

3.2 License to the Third Party Intellectual Property. Subject to Section 3.1 above, and through the authorization of Workday, Vendor, 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 DIR Contract between the Vendor and the Customer and only during the Term set forth therein.

3.3 Customer Ownership. All Customer Confidential Information, and all personal identifiable information supplied by or personal identifiable information input by Customer or Customer authorized third parties, shall be, and remain, the property of Customer. Subject to Vendor's or Subcontractor's, as applicable, underlying Intellectual Property Rights, all right, title and interest in any Custom Integration developed solely by Customer shall vest in Customer. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Custom Integration should Subcontractor create any similar integration independently.

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.

4.6 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of PII is caused by Workday Subcontractor's breach of obligations under this Agreement, Vendor shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose PII may have been accessed or acquired, (c) providing credit monitoring service to individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, VENDOR AND WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

5. Warranties & Disclaimers.

5.1 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 applicable to it related to data privacy, international communications and the transmission of technical or personal data. Vendor warrants that (i) it and Workday shall perform the obligations described in each Statement of Work in a professional and workmanlike manner.; (ii) to the best of Vendor and Workday's knowledge, the Deliverable(s) does not contain any Malicious Code; and (iii) Vendor and Workday will not knowingly introduce any Malicious Code into the Deliverable(s).

5.2 Warranty Remedies. In the event of a breach of the foregoing warranty, set forth in Section 6.1 (i), (ii) and (iii), Vendor's subcontractor, Workday, shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to the Customer or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer prorated amounts paid for the defective Professional Service or Deliverable. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday or to Vendor to report to Workday, but no later than thirty (30) days after the first date the deficiency is identified by Customer. The remedies set forth in this subsection shall be Customer's sole remedy and Vendor's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination for Cause."

5.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR 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 WITH RESPECT TO THE TECHNICAL SERVICES AND/OR RELATED DELIVERABLES. VENDOR DOES NOT WARRANT THAT THE TECHNICAL SERVICES AND/OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE TECHNICAL SERVICES AND DELIVERABLES.

6. Infringement and Indemnification. Infringement and Indemnification shall be handled in accordance with Appendix A, Section 10.A. of DIR Contract No. DIR-TSO-4242.

7. Limitation of Liability.

7.1 LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10.L. OF DIR CONTRACT NO. DIR-TSO-4242.

7.2 DIRECT DAMAGES. SUBJECT TO SECTION 7.1, THE PARTIES AGREE THAT WITH RESPECT TO VENDOR'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND VENDOR SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH; (ii) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEYS' FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH.

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.

8.2 Termination by Customer. Except as set forth in a Statement of Work, Customer may terminate this Agreement or any Statement of Work at any time by giving Workday thirty (30) days prior written notice of termination.

8.3 Termination by Workday. Except as set forth in a Statement of Work, Vendor may terminate this Agreement or any Statement of Work by giving Customer thirty (30) days prior written notice in the event: (i) Customer repeatedly fails to perform its obligations under this Agreement or a Statement of Work resulting in the inability of Workday Subcontractor to meet its obligations and time frame commitments, or (ii) it is determined that the information provided by Customer, or lack thereof, to Workday Subcontractor during the discovery stage is materially inaccurate.

8.4 Termination for Cause. Either party may terminate this Agreement or any Statement of Work for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.5 Effect of Termination. In the event that this Agreement is terminated, Workday shall immediately cease performance of all Technical Services and Customer shall pay Workday within thirty (30) days after the date of termination for all Technical Services performed by Workday and travel & living expenses incurred up to the cessation of such Technical Services.

8.6 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 SOW'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.

8.7 Workday Roles. Each Workday 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 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 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.

9.2 Use of Subcontractors. In the course of providing the Technical Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to third parties ("**Workday, Inc.'s Subcontractors**"). In such instances, Customer agrees that Workday may provide information Workday receives in connection with this Agreement to the applicable Subcontractors for the purpose of the Technical 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 Technical Services or Deliverables against any Workday, Inc.'s Subcontractor, nor any partner, principal or personnel of such Workday, Inc.'s Subcontractor.

9.3 Entire Agreement. DIR Contract No. DIR-TSO-4242 this Agreement, including all exhibits and addenda hereto and all SOWs and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of DIR Contract No. DIR-TSO-4242 shall take precedence over provisions of the body of this Agreement 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 that comply with Neb. Rev. Stat. § 86-611(2) 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" and that, if released in accordance with applicable law, would serve no public purpose and give advantage to Vendor's (or Workday's) business competitors 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) inasmuch as Vendor (or Workday) can show that information is proprietary or commercial information that if released pursuant to applicable law would give advantage to its business competitors and serve no public purpose.

10.3 "Configured Integration" means any standard Workday-supported integration or interface between third party applications or service providers and the Workday Service, which are subscribed to by Customer as part of the Workday Service. Configured Integrations are part of the Workday Service and, as such, are provided with ongoing support by Workday in accordance with Workday's then-current Production Support and Service Level Availability Policy.

10.4 "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.

10.5 "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 Technical Services for delivery to Customer.

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 "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 Technical Services.

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

10.10 "Workday Service" means Workday Inc.'s software-as-a-service applications provided to Customer pursuant to the separate and independent Master Subscription Agreement between the parties.

10.11 "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.

[SIGNATURE PAGE FOLLOWS ON PAGE 10]

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

State of Nebraska	**Precision Task Group Inc.**
Lee E Will	Michael Baudler Digitally signed by: Michael Baudler DN: CN = Michael Baudler email = michael.baudler@ptg.com C = US O = Precision Task Group, Inc. Date: 2022.10.28 11:11:36 -06'00'
Signature	Signature
Lee E. Will	Michael Baudler
Name	Name
Acting DAS Director, Budget Admin	CFO
Title	Title
10/26/22	10/28/2022
Date Signed	Date Signed

EXHIBIT A

STATEMENT OF WORK

Workday Deployment

Technical Services
Statement of Work
Under DIR-TSO-4242

Prepared for:

State of Nebraska
September 30, 2022

STATEMENT OF WORK

Statement of Work #	SOW #372670 – State of Nebraska
Customer Name	State of Nebraska ("**Customer**")
Reseller Name	Precision Task Group, Inc. ("**Reseller**")
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Rd., Pleasanton, CA 94588 ("**Workday**")
Master Contract	State of Texas Department of Information Resources Contract DIR-TSO-4242 ("**Agreement**")
Agreement Effective Date	December 14, 2019
Name of Technical Services Agreement under Agreement	Appendix D, Technical Services Agreement for Workday Services ("**TSA**")
TSA Effective Date	See the TSA executed herewith
SOW Effective Date	The later of the dates beneath the parties' signatures below
Currency	USD
Project Name	State of Nebraska - Recruiting **("Project")**

Customer Contact Information	**Billing Contact**	**Project Contact**
Contact Name	Peter Gierasch	Peter Gierasch
Street Address City, State, Zip Code Country	PO Box 94905 Lincoln, NE 68509-4905 United States	PO Box 94905 Lincoln, NE 68509-4905 United States
Phone/Fax #	402-471-2345	402-471-2345
Email (Required)	Peter.gierasch@nebraska.gov	Peter.gierasch@nebraska.gov

Primary Location(s) for Onsite Work (if applicable)	
Street Address **City/Town,** **State/Province/Region** **Zip/Postal Code** **Country**	301 Centennial Mall South, Lincoln, NE 68508 Unites States

Attachments to Statement of Work			
Appendix 1	SOW Terms	**Appendix 3**	Description of Technical Services
Appendix 2	Financial Terms		

By executing this document, ("**Signature Document**"), the undersigned agree that they are duly authorized signatories and that all attachments listed in the above table (the "**Attachments**") are entered into between the parties, effective as of the SOW Effective Date.

The offer set forth in this SOW is valid only through October 20, 2022 ("**SOW Offer Expiration Date**"), and if this SOW is not executed by the parties on or before that date, Reseller has the right to rescind the offer, in which case this SOW is null and void. Neither party shall have any obligation to the other party hereunder until the TSA and this SOW are executed by both parties. Unless otherwise defined herein, capitalized terms used in this SOW and applicable exhibits have the same meaning as set forth in the TSA or in the primary Service subscription Order Form(s) (inclusive of its addenda, exhibits and Appendix 1 SA) between the parties (the "**MSA**"), as applicable.

State of Nebraska	**Precision Task Group, Inc.**
Lee E. Will Signature	Signature
Lee E. Will Name	Michael Baudler Name
Acting DAS Director, Budget Admin Title	CFO Title
10/26/22 Date Signed	10/28/2022 Date Signed

Appendix 1
SOW Terms

1. General. Customer and Workday have executed this Statement of Work (including the Attachments, this "**SOW**") as of the SOW Effective Date. Upon execution, this SOW is appended to and governed by the TSA between Customer and Reseller. In the event of a conflict between the terms of this SOW and the terms of the TSA, the terms of this SOW shall prevail with respect to the subject matter hereof. Except as specifically provided otherwise herein, this SOW is non-cancelable and non-refundable.

2. Technical Services and Scope. This SOW describes the Technical Services that Workday, as a subcontractor of Reseller, shall perform for Customer, as well as any Deliverables, Project milestones, estimated duration, pricing, methodology, and/or payment schedules applicable to the Project. Any Technical Services, Deliverable, feature, or functionality not expressly identified in this SOW falls outside the scope of this SOW or the Project. If Customer wishes to secure additional Technical Services not included in the scope of this SOW; change the Technical Services, scope, or responsibilities of the Project; or for other reasons as may be set forth in the applicable SOW, Reseller shall provide a separate statement of work for additional services or a Change Order to this SOW. Reseller shall have no obligation to perform additional services or provide deliverables that are not described in this SOW unless and until an acceptable Change Order and/or separate statement of work is executed by both parties. Upon execution, any Change Order is incorporated into this SOW.

3. Issue Escalation and Delays. To help avoid Project delays, the parties are jointly responsible for escalating and resolving issues. The parties shall work to resolve issues in a reasonable and good faith manner to minimize impacts to the Project's timeline and costs. The Project team shall escalate any issues that it cannot rectify to the Customer Project Manager and the Workday Engagement Manager. This section shall not prevent or delay either party from pursuing any other remedies available to such party.

4. Certain Customer Defaults. If Customer repeatedly fails to perform its obligations under the TSA or this SOW resulting in the inability of Workday to meet its obligations and time frame commitments hereunder, or it is determined that the information provided by Customer, or lack thereof, to Workday is materially inaccurate or incomplete (either, a "**Customer Default**"), then in addition to any other rights or remedies available to it has under this SOW, the TSA, at law, or in equity, and without liability to Customer, Reseller has the right to suspend Workday's performance of Technical Services or terminate this SOW on fifteen (15) days' notice. Within the notice period, the parties may elect (but shall not be required) to negotiate in good faith and execute a separate statement of work or a Change Order to this SOW covering any additional Technical Services that Workday is reasonably required to perform as a result of any Customer Default; provided, however, that (i) Reseller has the right to proceed with the suspension or termination if the parties do not execute a separate statement of work or a Change Order within the mutually agreed period, and (ii) Reseller shall not be required to negotiate or execute a separate statement of work or a Change Order more than one time.

5. Termination.

5.1. Customer may terminate this SOW at any time by giving Workday fifteen (15) days prior written notice of termination. Either party may terminate this SOW for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5.2. Unless either party terminates this SOW in accordance with the TSA or the terms hereof, this SOW automatically terminates upon the earlier of: (i) completion of the Technical Services performed hereunder, (ii) the termination of the TSA, or (iii) the end of a fixed term, if any, set forth in this SOW. Notwithstanding any other provision to the contrary, termination or breach of this SOW hereunder by either party for any reason shall not terminate nor give that party the right to terminate the MSA or any Order Forms thereto.

5.3. Upon termination of this SOW, Workday shall immediately cease performance of all Technical Services hereunder and Customer shall pay Reseller within thirty (30) days after the effective date of termination for all Technical Services performed by Workday (including partially completed services) and associated T&E up to the cessation of the Technical Services. Upon termination, to the extent that Workday has partially completed a milestone or Deliverable for which completion is required to receive payment, Customer shall pay to Reseller a pro rata portion of the relevant milestone or Deliverable payment based on Technical Services performed by Workday up to the effective date of termination, as a percentage of the total Technical Services required to perform the entire milestone or Deliverable, as well as any other expenses that Workday is not able to reasonably mitigate. Upon receipt of Customer's payment, Reseller shall provide to Customer any partially completed Deliverables in the form they exist as of the effective date of termination on an "as-is" basis, without warranty or further Workday or Reseller obligation of any kind. Reseller shall refund Customer any excess prepaid fees for the affected Technical Services that were not performed prior to the effective date of termination.

6. Processing and Security of Personal Data. If the Security Exhibit between the parties does not expressly apply to Technical Services, and for all Technical Services provided with respect to Workday Adaptive Planning and Workday Strategic Sourcing, the Workday Universal Security Exhibit located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html shall apply to this SOW as if fully set forth herein. If Customer's Data Processing Exhibit or Data Protection Agreement does not expressly apply to Technical Services, and for all Technical Services provided with respect to Workday Adaptive Planning and Workday Strategic Sourcing, the Workday Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/exhibits.html shall apply to the processing of Personal Data as part of the Technical Services performed by Workday.

6.1 To facilitate communication between Customer and Workday under this SOW, Customer and Workday may use one or more third-party project management and/or collaboration tools that are not authorized Sub processors of Workday. From time to time, Workday or Customer personnel may input limited content from Customer's Tenant and/or File Transfer Server folder into these tools. The parties will make reasonable efforts to limit such content to non-sensitive personal data and as necessary for support purposes. Any data, screenshots, or other information entered such tool is not considered Covered Data, Customer Data, or Technical Services Data. Accordingly, Customer acknowledges that data transmitted into such tools is not subject to Customer's data processing terms or security terms, but will still be protected as Customer's Confidential Information under the terms of the TSA.

7. Deletion of Technical Services Data. If the deletion of Technical Services Data is not expressly addressed in Customer's TSA, this Section shall apply. Workday shall delete the Technical Services Data by deletion of Customer's files on the File Transfer Server; provided, however, that Workday shall not be required to remove copies of the Technical 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 shall continue to protect the Technical Services Data in accordance with the TSA until deleted.

8. Assumptions and Conditions. The performance, fees, and any timeline for each Project are based on the assumptions and conditions set forth in this SOW, including the following:

8.1. Workday and Customer shall actively participate in their respective required Project activities.

8.2. Customer shall make knowledgeable resources available for all virtual and in-person sessions and meetings in a timely manner.

8.3. Customer is responsible for the timely coordination of internal resources and external vendors necessary to timely perform all required activities in this SOW and any mutually agreed Project Plan.

8.4. Workday shall perform all Technical Services for the Project during common business hours in the location where they are performed, excluding holidays as observed by the parties.

8.5. Workday shall perform all Technical Services remotely unless requested by the Customer. Customer shall pay T&E, if applicable, in accordance with the Agreement and TSA.

8.6. Customer shall assign an experienced Project Manager to manage Customer's obligations hereunder.

8.7. All stages, collateral and meetings shall be written and executed in, and all communications under or in connection with the Project to which this SOW applies, shall be, in the English language. Any translation into any other language will be at the discretion and cost of Customer.

9. Definitions.

"**Change Order**," if not otherwise defined in the TSA, means an agreement executed by the parties to document any change(s) in Project scope, the estimated level of effort, Project timeline, and/or other changes in the Technical Services to be performed by Workday pursuant to a SOW.

"**Customer Data**," "**Order Form**," and "**Service**" shall have the respective meanings set forth in the MSA.

"**File Transfer Server**" means a server provided and controlled by Workday using secure file transfer (or successor protocol) to transfer the Technical Services Data between Customer and Workday for deployment purposes.

"**Technical Services Data**," if not otherwise defined in the Universal Data Processing Exhibit, Data Processing Exhibit, or Data Protection Agreement (as applicable) between the parties, means electronic data or information that is provided to Workday under the TSA for the purpose of being input into the Service, or Customer Data accessed within or extracted from Customer's Tenant to perform the Technical Services.

"Project Plan" means the mutually agreed, written plan describing the configuration, deployment, and timeline of the Project to deploy, as set forth in the applicable SOW, the Service, and/or Workday Adaptive Planning Service for Customer.

"**T&E**" means travel and other expenses incurred by Workday in connection with the provision of the Technical Services.

"**Workday Adaptive Planning Service**" (fka Adaptive Insights Service) means the subscription-based online Workday Adaptive Planning service purchased by Customer from Workday.

"Workday Strategic Sourcing" (fka Scout) means the subscription-based online Workday Strategic Sourcing service purchased by Customer from Workday.

Appendix 2
Financial Terms – Time and Materials

1. Workday Technical Services Rates.

Asa subcontractor of Reseller, Workday shall perform the Technical Services and provide Deliverables under this SOW on a time and materials basis at the hourly rates set forth in the table below. Customer shall pay all invoices in the currency indicated on the Signature Document.

TIME AND MATERIALS PROFESSIONAL SERVICES HOURLY RATES

Technical Services Resource	Texas DIR Discounted Rates	Estimated Hours
Delivery Assurance Consultant	$371.25	26
Engagement Manager	$327.86	653
Principal Consultant - Functional	$323.04	468
Sr Consultant - Functional	$303.75	1,460
Consultant - Functional	$241.07	3,068
Total Estimated Hours Please		5,675
Total Estimated Technical Services Fees		$1,558,024.15

1.1 The Hourly Rates set forth above shall be in effect for Customer through the completion of the Project or twelve (12) months from the SOW Effective Date, whichever date is sooner. Thereafter, PTG DIR Workday then-current rates shall apply.
1.2 All Technical Services Resource roles that Workday is permitted to assign to the Project are listed above.
1.3 T&E are not included in the Total Estimated Technical Services Fees and Workday shall invoice Customer for Technical Services Fees and any T&E incurred under this SOW on a monthly basis.
1.4 All fees due under this SOW (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date pursuant to the Agreement. Reseller shall send all Customer invoices electronically (by email or otherwise) and Customer shall be deemed to have received the invoice the next business day following transmission by Reseller unless Reseller receives a bounce back or automated response that the email was not delivered successfully. Customer shall provide Reseller with complete and accurate billing contact information including a valid email address. Upon Reseller's request, Customer shall make payments via electronic bank transfer.
1.5 Unless otherwise provided in the TSA or expressly designated in this SOW, Customer's address set forth in the MSA shall be used to determine any Taxes to be collected and/or paid hereunder.
1.6 Customer shall direct all remittance advice and invoice inquiries via email to accounting@ptg.com.

2. Estimated Fees.

2.1 The estimated fees, resources, and timelines set forth herein are good faith estimates based on Workday's experience with similar projects and the accuracy and completeness of the information provided by Customer. Notwithstanding any estimated hours or fees, Customer shall pay for all Technical Services performed based upon actual hours performed rather than estimated ones. All tasks including but not limited to system-specific configuration, status reviews, meetings, Project planning, and troubleshooting performed by Workday resources are billable activities.

2.2 The parties shall use good faith efforts to negotiate a mutually agreed amendment or Change Order to this SOW if the Project scope, Project timeline, estimated level of effort, resource commitments, estimated expenses, Customer business requirements, and/or other obligations set forth in this SOW change (or are likely to change) due to any mutually agreed change or because (i) any Customer-provided information is incomplete or inaccurate; (ii) Customer fails to timely meet its obligations hereunder (e.g., Customer's team not staffed timely or appropriately, Customer delays or misses deadlines; Customer business requirements change). Reseller and Workday shall not be required to perform any additional or different Technical Services or extend or compress any timeline unless the parties first execute a mutually agreed corresponding amendment or Change Order, and such non-performance shall not be a breach of this SOW.

Technical Services Resource	Plan#	Architect & Configure	Test	Deploy	Post Production Support	Total Hours
Delivery Assurance Consultant	0	13	0	13	0	26
Engagement Manager	148	278	126	65	36	653
Principal Consultant - Functional	68	236	84	56	24	468
Sr Consultant	130	786	276	184	84	1,460
Consultant	132	1,577	660	453	246	3,068
Total Estimated Hours	478	2,890	1,146	771	390	5,675
Total Estimated Technical Services Fees	$141,799.92	$791,133.20	$311,390.77	$209,324.76	$104,375.51	$1,558,024.15

Includes hours for Phase 0

Appendix 3
Description of Technical Services

Customer Staffing, Deployment Approach, Workday Methodology and Project Scope

1. Estimated Customer Project Staffing.
During the course of completing the Technical Services described in this SOW, Workday shall assign and staff available resources to perform such Technical Services and provide the Deliverables. The estimated resource plan below provides guidance on the minimum number of Customer-provided resources required for the Project. Customer may require more resources than what is estimated below. This resource plan is an estimate based on the scope of knowledge developed during the sales process. Workday and Customer shall build out the resource plan in additional detail during the Plan Stage (as defined below), and as additional information may arise during the Project. Customer-provided Project resources must be named prior to the commencement of the Project. The appropriate members of Customer's Project team must complete core Workday training prior to the beginning of Plan Stage to ensure all Customer roles have been filled and all Customer participants are prepared for their roles. Any delay in the completion of such training may delay the Project schedule, resulting in additional costs. Workday shall work with Customer to address any concerns that may arise when identifying participants and understanding their level of participation. Customer's failure to provide the recommended level of resources is likely to result in extending the Project schedule and/or increasing the number of Workday consulting hours and/or resources required, requiring a Change Order. Workday shall document detailed roles and responsibilities of the parties in the Project charter.

Project Stage	Plan	Architect & Configure	Test	Deploy	Post Production Support
Estimated start	01/09/2023	02/20/2023	05/01/2023	06/12/2023	07/03/2023
Estimated end	02/17/2023	04/28/2023	06/09/2023	06/30/2023	07/14/2023
Weeks by stage	6	10	6	3	2
SteerCo	0.20	0.25	0.25	0.25	0.20
Project Management	0.75	0.75	1.00	0.75	0.75
Testing Lead	0.25	0.75	1.00	0.50	0.25
Change Management	0.25	1.00	1.00	1.00	0.30
Functional / SME Leads:	1.50	4.00	5.00	4.00	3.00
Technical	0.50	0.50	0.50	0.50	0.50
Reporting:	0.25	0.25	0.25	0.25	0.25
Security	0.25	0.25	0.50	0.50	0.25
Total - SME	**3.95**	**7.75**	**9.50**	**7.75**	**5.50**

*Each Customer role may be referred to hereunder as a "**Customer Lead**" for the applicable Stage of the Project.

2. Deployment Approach.

The Project timeline estimated below assume that all of Customer's organizations, including manager and employee self-service, use a standardized business process framework. Workday shall use its preconfigured processes as a starting point for all process configurations. Except as provided herein, the parties shall use a Workday-provided File Transfer Server for all data conversions performed during the Project.

Based on a projected Project start date of November 7, 2022, the estimated duration and estimated completion dates of each Project Stage are listed below. During the Plan Stage, Workday shall deliver to Customer the Project Plan that confirms exact dates and duration of each Stage. From November 7th, 2022, to November 18, 2022 (Phase 0) Workday will work with the Customer on pre-planning activities (Project Harmonization, Governance Structure, third party vendors for e-Verify, Background Checks vendor etc. selection) before the Project official start date of January 9, 2023.

Delays due to Customer, including business transformation activities such as restructuring a job catalog, may result in additional fees.

Phase I – Implementation of Workday Recruiting, Learning and Talent for 27 weeks (excluding Phase 0)

	Plan	Architect & Configure ##	Test	Deploy	Post-Production Support
Estimated Duration	6 weeks	10 weeks	6 weeks	3 weeks	2 weeks
Estimated Completion	02/17/2023	04/28/2023	06/09/2023	06/30/2023	07/14/2023

Architect & Configure Stage assumes the week of December 26th as a non-working week. Dates above are dependent on timing of SOW signatures. Dates assume SOW is signed by 10/20/2022 and Phase I project starts on 01/09/2023.

Phase II – Review and Recommend.

Workday will engage with the Customer six months after Workday Recruiting, Learning and Talent for a total of 220 hours for advisory services to review Customer's current process and recommend changes in business process. The timing of the Advisory service will start around October 1, 2023, and should be completed by November 30, 2023.

The estimated fees and timeline for this Project are based on the following assumptions stated below. If any of these assumptions are not met, Reseller shall (i) promptly advise Customer in writing; (ii) use reasonable efforts to mitigate delays and additional costs or fees; and/or (iii) increase its fees to reflect the additional Technical Services rendered as a result of Customer's failure to meet the identified assumption.

3. Methodology.

The Workday Deployment Methodology consists of the following four stages: Plan, Architect & Configure, Test, and Deploy (each, a "**Stage**"). The Technical Services and Deliverables within each Stage of the methodology are explained below. Notwithstanding the foregoing, Workday's deployment methodology is subject to change and may lead to updated materials or nomenclature over the course of this SOW. Any Workday deployment methodology adjustments that impact the Project timeline or deliverables of this SOW are subject to the mutual written agreement of the parties. The Project scope has been defined through several discussions with Customer and is detailed in the Workday Project Scope section also included below. Deliverables and the respective responsible parties are listed for each Stage.

In the event of a conflict between the terms of this SOW and the terms of this Appendix 3, the terms of this Appendix 3, shall control with respect to this Appendix 3. Any feature, functionality, and/or Technical Services not explicitly identified in the Workday Project Scope section of this Appendix 3 is out of scope for Appendix 3 of this SOW.

3.1 Plan Stage.

The objectives of the Plan Stage are to further define the overall Project scope and to develop the procedures and mechanisms required to plan and control the Project. This Stage formally documents the detailed Project scope to facilitate its execution through the Project Plan. The Plan Stage also defines the team members, roles, and responsibilities, and the parties shall use the Workday project communication approach throughout the Project. This Stage concludes with a kickoff meeting or call for the Project team ("**Project Kickoff**").

"**Responsible Party**" means the party primarily responsible for providing or delivering the deliverable, including coordinating with, and obtaining contributions from the Secondary Responsible Party.

"**Secondary Responsible Party**" means the party responsible for providing contributions and/or assistance as may be required to enable Responsible Party to complete the deliverable (e.g., input, information, time, information, expertise, data), but is not primarily responsible for delivering the deliverable.

Activity	Output	Responsible Party	Secondary Responsible Party
Project Start Up	Initiation of the Project, including: • Completion of Customer onboarding and orientation • Documentation of Customer information and logistics • Set up of Project Collaboration site • Review of Project scope	Workday Engagement Manager	Customer Project Manager
Vendor Engagement	Advise all impacted system integration vendors of the following: • Project timeline • Gather vendor contact information • Communicate the need for detailed integration design sessions	Customer Project Manager	Customer Leads

Activity	Output	Responsible Party	Secondary Responsible Party
Customer Training	Complete Workday training before engaging in design workshops.	Customer Project Manager	Customer Change Lead
Project Planning Initiation	Conduct meetings designed to initiate Project orientation for Customer on approach, tools, and controls.	Workday Engagement Manager	Customer Project Manager
Project Plan	Workday shall provide the Project Plan template and draft to match the current Project scope and timeline. The Customer Project Manager shall add Project-specific tasks to complete the Project Plan.	Customer Project Manager	Workday Engagement Manager
Project Charter	Workday shall provide the template and initial draft. The Customer Project Manager shall complete the charter with the Project-specific information.	Customer Project Manager	Workday Engagement Manager
Integration Strategy	Customer shall provide the strategy and framework for how integrations shall be built on the Project. Workday shall provide a template.	Customer Project Manager	Workday Engagement Manager
Data Conversion Strategy	Customer shall provide the strategy and framework for how Customer shall convert the Technical Services from the legacy system(s) into the Service. Workday shall provide a template.	Customer Project Manager	Workday Engagement Manager
Tenant and Instance Management Plan	Workday shall provide the plan that details how Customer shall utilize the allowed Tenants and/or Instances over the course of the Project.	Workday Engagement Manager	Customer Project Manager
Project (Rec/Lrn/TO) Tenant Build	The Tenant build includes data analysis, collection, and configuration activities to prepare Customer's' deployment Tenant for the Architect & Configure Stage.	Workday Functional and Technical Consultants	Customer Leads
Customer Change Management	Customer shall complete documented end user Training and Change Management Strategy	Customer Change Manager	Customer Project Manager
Plan Stage Sign-Off	Customer shall sign-off on completion of Plan Stage	Customer Project Manager	Workday Engagement Manager

Plan Stage Assumptions.

- Customer and Workday shall assign a Project Manager to manage such party's roles and activities for this Project.
- Customer shall perform the Customer Workday Deployment Preparation tasks set forth above.
- Workday Engagement Manager shall provide guidance to the Customer Project Manager on Project preparation tasks and shall support the Customer Project Manager on use of the deployment preparation checklist.
- Workday consultants shall provide an overview of preparation activities to the Customer leads.
- Customer shall complete the Baseline Value Assessment survey initiated by Workday prior to the start of the Architect & Configure Stage.
- Customer shall prioritize the Baseline Value Assessment survey results by functional area to provide design guiding principles for the Project team.
- Customer shall assign a Test Manager as the overall owner of the testing processes across the Stages.
- Customer Test Manager shall plan for the development of the deployment's test strategy and for training Customer resources on test scenario creation.
- Each party shall assign an applicable executive sponsor(s) to participate in Steering Committee meetings and be reasonably available to assist in resolving issues.
- Customer agrees to follow Workday's standard methodology and deployment framework, including use of Workday-provided tools.
- Customer agrees to use Workday's standard collaboration tool, Smartsheet, to maintain Project documentation and support Project governance and administration, as well as for test tracking, for the duration of the Project across all Stages.
- If Customer wants to use an alternative tool or system during the course of the Project (e.g., for test tracking purposes), the Customer Project Manager and the Workday Engagement Manager shall assess the impact on additional efforts and any additional costs for using the alternative tool, and any changes shall be subject to a mutually agreed Change Order.
- Workday does not control such alternative systems or tools that are not provided by Workday ("Non-Workday Systems"), and Workday is excused from its security and privacy obligations to the extent Workday is unable to perform such obligations due to the use of any Non-Workday Systems.
- Customer begins work on and starts execution of the change management plan.

Customer shall provide change management training, end-user training, and an end-user communication plan for Customer's employees and impacted stakeholders, from the Plan Stage through post-Production. Customer shall develop and deploy a Production support model, including defining roles and responsibilities, processes, and internal service level agreements between Customer teams.

3.2 Architect Stage.

The Architect Stage of a Workday deployment enables Customer and Workday project team members to come to a common understanding of enterprise-wide configuration requirements and business process definitions. Following the kickoff meeting, Workday consultant(s) will work with Customer to create a detailed inventory of business processes, configuration requirements, and integration requirements that are applicable across the enterprise. The Project Plan will be finalized, and resources will be assigned based on the decisions made during Customer design sessions. Customer project team members must complete Core Workday training prior to the beginning of this Stage. It is during this Stage that design workshops will be used to drive the business decisions necessary to successfully implement the Workday Service.

Deliverable	**Output**	**Primary Owner**	**Secondary Owner**
Complete Foundation Tenant Build	Tenant build includes data analysis, collection, and configuration activities to prepare Customer's' deployment tenant for the Architect Stage.	Workday Functional and Technical Consultants	Customer Work Stream Leads
Architect Workshops	Design and configuration decisions determined through a series of workshops to determine: • Customer's Requirements • Functional Configurations • Business Process Definitions • Integration • Reporting	Workday Functional and Technical Consultants	Customer Work Stream Leads
Architect Documents	Completed and reviewed deployment workbooks for configurations, data conversions, design decisions, and business requirements	Workday Functional and Technical Consultants	Customer Work Stream Leads
Test Preparation	Customer-created test scenario documents to support the Configuration Unit Test. Customer-created Unit testing strategy and test scenario documents to support the testing cycles, including identified roles and responsibilities and the process for managing issues.	Customer Work Stream Leads	Customer Test Lead
Finalized Project Planning Documents	Finalized documents: • Project Plan including Resource Management Plan • Tenant Management Plan • Project Charter, Functional Scope, Reporting Strategy, Integration Strategy, Test Strategy, and Data Conversion	Customer Project Manager	Workday Engagement Manager
Change Strategy and Timeline	Document summarizing the recommended Change actions and specifically outlines the approach, sequence, methods, and timeline for delivering Change across each of the Customer's entities, as part of Operational Readiness cross-Stage work stream	Customer Change Manager	Customer Project Manager

Deliverable	Output	Primary Owner	Secondary Owner
End User Training Needs Assessment	Assessment of the business process changes that will affect the end user population and inform the training approach. Information is incorporated into the training strategy so that training approach addresses the key changes and the audiences impacted by these business processes.	Workday Training Work Stream Lead	Customer Change Manager
Configuration Tenant Build	Configured tenant to capture output of Architect Stage in preparation of Customer confirmation session, additional configuration activities, and unit testing	Workday Functional and Technical Consultants	Customer Work Stream Leads
Integration Approach Review Checkpoint	Completed Integration Approach review and determination of which integrations will require build reviews	Workday Delivery Assurance Team	Workday Technical Consultants
Architect Stage Sign-Off	Customer sign-off on completion of Architect stage	Customer Project Manager	Workday Engagement Manager

<u>Architecture Stage Assumptions:</u>

Business Processes

- Customer shall have knowledge of and/or provide documentation that reflects its existing business processes (e.g., hiring, termination).
- Workday and Customer resources shall review and design Customer's existing or desired standardized business processes and configurations during the business process design sessions.
- Customer shall provide its standardized business processes and decisions by the end of the Architect & Configure Stage.
- Customer is responsible for the timely coordination of internal resources necessary to conduct all required workshops.
- Customer Test Manager shall create a testing strategy document to support the testing cycles, including roles and responsibilities, testing schedule and process for managing test execution and issue resolution.
- The parties shall ensure that configuration change control is in place prior following the completion of end-to-end Tenant build and prior to commencement of end-to-end testing.
- Customer is responsible for completing agreed upon testing activities.
- Customer shall develop the test plans, approach, and test scenarios for each of the test cycles.
- Customer shall perform configuration unit testing to ensure the requirements are met, defects found and resolved before entering end-to-end testing.
- Customer shall develop the test resource plan and assign each scenario to the testers to ensure all scenarios are executed.

- Customer functional and technical analysts shall develop the user test scenarios and scripts. Workday shall provide standard test scenarios to be used as a foundation; however, Customer team shall develop detailed test scenarios based on Customer's user requirements and system configuration.
- A select group of Customer representatives shall conduct testing with defined scenarios to confirm the operation of the Service. Formal sign-off by Customer is required.
- If a new Service release occurs during the Project, Customer shall conduct regression testing for the new update to confirm Project configuration and business processes perform as expected.
- Customer shall provide necessary training to testing participants on the Service, Customer's intended configured design of the Service, and test management procedures and tools.
- Workday will transition ownership of design decision guides and configuration workbooks to the customer by the end of the Architect Stage.

3.3 Configure & Prototype

The Configure & Prototype Stage will complete the configuration of the Workday Service based on the design decisions and requirements. Integration, data conversion, and reporting development will advance. Customer will confirm configurations and complete unit testing. Customer will prepare for testing activities, and the End-to-End Tenant is built to support the Test Stage.

Deliverable	Output	Primary Owner	Secondary Owner
Customer Confirmation Sessions	Completion of a series of sessions to confirm the Architect Design utilizing the Configuration Tenant	Customer Work Stream Leads	Workday Functional Work Stream Leads
End User Training Needs Assessment	Assessment of the business process changes that will affect the end user population and inform the training approach. Information is incorporated into the training strategy so that training approach addresses the key changes and the audiences impacted by these business processes.	Workday Training Work Stream Lead	Customer Change Manager
Configuration Unit Test	Completion of unit testing of configurations; Workday validates unit testing is completed.	Customer Work Stream Leads	Customer Project Manager
Workday-Owned Reports Build and Unit Test	Based on scope identified to be completed by Workday, reports required for go-live are developed and unit tested.	Workday Technical Work Stream Lead	Workday Technical Consultant(s)
Customer-Owned Reports Build and Unit Test	Based on scope identified to be completed by Customer, reports required for Go-live are developed and unit tested.	Customer Work Stream Lead	Customer Project Manager

Deliverable	Output	Primary Owner	Secondary Owner
Workday-Owned Integrations Build and Unit Test	Based on scope identified to be completed by Workday, integrations required for go-live are developed and unit tested.	Workday Technical Work Stream Lead	Workday Technical Consultant(s)
Customer-Owned Integrations Build and Unit Test	Based on scope identified to be completed by Customer, integrations required for go-live are developed and unit tested.	Customer Work Stream Lead	Customer Project Manager
Test Preparation	Customer-created E2E and UAT testing strategy and test scenario documents to support the testing cycles, including identified roles and responsibilities and the process for managing issues.	Customer Work Stream Leads	Customer Test Lead
End User Training Curriculum	Document is the overall curriculum narrative that describes each course to be taught during the Deploy stage. The curriculum matches required learning to future job roles and business processes.	Workday Training Work Stream Lead	Customer Change Manager
End-to-End Tenant Build	Configured tenant to capture output of Configure & Prototype Stage Build to support end-to-end testing focused on validating configurations, business processes, integrations, data conversion, and reporting to validate production-like processing	Workday Functional and Technical Work Stream Leads	Customer Work Stream Leads
Functional Prototype Review Checkpoint (Configuration or Compliance)	For configuration checkpoints, the Delivery Assurance Team reviewed the End-to-End Tenant and documented the findings in the Configuration Review Template which was reviewed by the Project Team including Consultant, Engagement Manager, and Customer. For compliance checkpoints, the Project Team utilized Workday's proprietary tools to perform the review and documented the findings in the Configuration Review Template which was reviewed for completeness and accuracy by the Delivery Assurance Support Team. Findings were provided to the Project Team and Engagement Manager.	Workday Delivery Assurance Team	Workday Functional Consultants

Deliverable	Output	Primary Owner	Secondary Owner
Integration Build Review Checkpoint	The Delivery Assurance team reviewed the Workday-built integrations identified in the Approach review as requiring a build review. The integration builds were discussed in a consolidated meeting with the Engagement Manager, Consultants, and Customer. Workday utilized proprietary tools in the performance of these reviews wherever possible.	Workday Delivery Assurance Team	Workday Technical Consultants
Production Preparedness Structure and Support Model	Completed structure and support model for production including roles, processes, and service level agreements, as part of the Operational Readiness Cross-Stage Work Stream	Customer Project Manager	Customer Change Manager
Configure and Prototype Stage Sign-Off	Customer sign-off on completion of Configure & Prototype Stage	Customer Project Manager	Workday Engagement Manager

3.3 Test Stage.

The Test Stage consists of separate activities: (1) end-to-end testing, (2) Production Dress Rehearsal ("**PDR**"). Each test has a different set of conditions and purpose.

Activity	Output	Responsible Party	Secondary Responsible Party
End-to-End Testing	Completed Customer-conducted testing of the Service, including configurations, business processes, data conversions, integrations, and reports to demonstrate how the Service shall function in Production. Workday shall provide standard test scenarios and Customer shall modify the scenarios to Customer's requirements. Workday shall provide reasonable guidance to support testing.	Customer Test Manager	Customer Project Manager
Production Dress Rehearsal	Completion of up End to End testing (1) End User Readiness, (2) Governance and Engagement (3) Support and Operations. Customer will define lab scenarios using Workday provided sample scenarios. Workday shall provide reasonable guidance to perform the labs.	Customer Project Manager	Workday Engagement Manager
Regression Testing	Completed regression testing to confirm product configuration, integrations, and reporting processes perform as expected with a Service update. This is required if Service updates occur during the Project. Workday shall provide reasonable guidance to support testing.	Customer Test Manager	Customer Engagement Manager
Cutover Plan	Documented plan of the cutover from legacy Customer applications to the Service, including overall planning, Production support, and detailed checklist. Workday shall provide a template.	Customer Project Manager	Workday Engagement Manager
End User Training Materials	Customer-developed end-user training aids tailored to Customer's specific Service architecture and business processes.	Customer Change Manager	Customer Leads
Test Stage Sign-Off	Customer sign-off on completion of Test Stage	Customer Project Manager	Workday Engagement Manager

Test Stage Assumptions.

- Customer has completed configuration unit testing and is ready to perform end-to-end testing and the remaining test cycles.
- Customer testers have been trained to execute the test scenarios for each of the test cycles.
- Customer has completed the test resource planning and assigned all the test scenarios to each of the testers.

- Customer shall provide necessary training to testing participants on the Service, Customer's intended configured design of the Service, and test management procedures and tools.
- The Customer Test Manager shall drive test execution process, set up daily check in meetings, assign and follow up on defects for closure.
- Customer Test Manager shall develop daily status reports to provide progress, defect volume, and metrics.

3.4 Deploy Stage.

Upon completion of test deliverables, the Project is ready to move to Production. This Stage includes the completion of final training for Customer's end users, transaction entry into the legacy system(s) is stopped, Customer provides a final set of data extracts, the Workday team completes the final Tenant/Instance build, the parties jointly complete the Go-Live Checklist, and the Customer Project Manager validates the information in the Go-Live Checklist and confirms the Project is ready to move to Production.

Activity	Output	Responsible Party	Secondary Responsible Party
End User Training	Execution of the training strategy defined in the Architect & Configure Stage. Appropriate policies and procedures updated as needed.	Customer Change Manager	Customer Project Manager
End User Communication Plan	Final content for communication developed and delivered per Customer's communication plan. This is part of the Operational Readiness Cross-Stage Work Stream.	Customer Change Manager	Customer Project Manager
Pre-Production Tenant Build	Extract data from Customer's legacy system and map the values to transform the data into prescribed format. Cleanse and validate the data and provide to the Workday team to load. Review and approve all data converted into pre-Production Tenant. Perform any manual configuration changes.	Customer Leads	Workday Functional and Technical Consultants
	Final configuration and full data conversion load(s) completed.	Workday Functional and Technical Consultants	Customer Leads

Activity	Output	Responsible Party	Secondary Responsible Party
Final Functional Prototype Review Checkpoint (Configuration or Compliance)	For the final configuration checkpoints, the Delivery Assurance Team shall review the Pre-Production Tenant and documented the findings in the Configuration Review Template which shall be reviewed by Project team including Consultant, Engagement Manager, and Customer. For the final compliance checkpoints, the Project team shall utilize Workday-proprietary tools to perform the review and document the findings in the Configuration Review Template which shall be reviewed for completeness and accuracy by the Delivery Assurance Support Team. Findings shall be provided to the Project team and Engagement Manager.	Workday Delivery Assurance Team	Workday Functional Consultants
Go-live	Customer approved and signed off go-live activities, as detailed in the Go-Live Checklist. Customer Tenant in Production.	Customer Project Manager	Workday Engagement Manager
Post-Production Data Conversion	Completed post-Production data conversion as identified in the Go-Live Checklist.	Workday Technical Leads	Customer Leads
Post-Production Support	Commencement of Workday post-Production support, which begins once the Service has been moved into Production. For a period of approximately two (2) weeks following Customer's move to Production Workday provided part-time Consulting and Engagement Management support to answer questions and make sure Customer is able to use the Service.	Workday Functional and Technical Leads	
Deploy Stage Sign-Off	Customer sign-off on completion of Deploy Stage	Customer Project Manager	Workday Engagement Manager

Deploy Stage Assumptions.

- Customer shall validate that in-scope configuration and worker data conversion has been completed in the Pre-Production Tenant.
- Customer shall assume responsibility for the functional and technical configurations of the Service as part of post-Production with full responsibility at time of Project closure.

3.5 General Assumptions.

- Under typical circumstances, Workday estimates that the Technical Services provided under this SOW shall be performed approximately % offsite and % onsite at a Customer location. Due to current events, Workday will perform all Technical Services remotely except for specific and agreed activities. The parties will plan and agree upon the timing for any Technical Services performed onsite.
- Customer shall provide adequate workspace and network connections when Technical Services are performed at a Customer location.
- Workday team members shall complete prototype configuration activities remotely.
- Workday's intent is to limit the T&E costs. Customer should budget an additional 10 - 12% of the total estimated deployment costs for T&E. Workday shall work closely with Customer to manage T&E to stay within the budget.
- International travel of over eight (8) hours shall be booked as business class airfare.
- Customer's IT organization is responsible for workstation compliance to Workday's minimum browser requirements, as provided by Workday.
- The number of deployment Tenants/Instances made available to Customer without charge is governed by the Workday Deployment Tenant/Instance Pricing Policy. If additional Tenants/Instances are required to support Customer's subsequent phases, Project conversion, or training requirements, additional fees shall apply.
- If the Project start date is delayed by Customer for any reason, Customer understands that Workday's ability to staff the engagement and meet the target go-live date could be at risk. Workday shall work closely with Customer to identify the impacts of any delays and shall discuss available options before coming to agreement on the next steps.
- If Customer cannot meet set completion dates for Customer deliverables and milestones, Workday reserves the right to revisit and revise the Project's estimated costs, completion date, and approach to completing the Project.
- If the Project is delayed due to circumstances outside the control of Workday, Workday reserves the right to revisit and revise the Project's estimated costs.
- Customer understands that its use of the Service, and Workday's configuration of it, does not constitute compliance with any Law, including data privacy laws. Customer understands that it has an independent duty to comply with any and all Laws applicable to it. If Workday's delivered scope of configuration does not meet Customer's business or legal requirements, Customer may either make the necessary configuration changes itself or engage Workday's Technical Services to do so via the Change Order Process.
- Customer and Workday shall observe official holidays applicable to each during the Project.
- The pricing and schedule set forth in this SOW are based on using Workday-provided systems, tools, and devices. Workday is not required to use any systems, tools, or devices not provided by Workday ("**Non-Workday Systems**"). Non-Workday Systems are not covered by Workday's Security Exhibit or portions of the data processing exhibit, and any use of Non-Workday Systems must be pre-approved by Workday in writing in its sole discretion. If Workday approves the use of any Non-Workday Systems, the parties shall first execute an amendment to the TSA to cover Workday's use of such systems and a Change Order to cover Workday's additional costs and efforts.

  - Customer Workstream Leads will be responsible for finalizing all required design and configuration decisions in a timely manner to support the project plan dates. If Customer or Workday cannot meet set completion dates for deliverables and milestones, the project's completion dates, and/or approach shall be revised as mutually agreed upon by Workday and Customer.
  - Customer will make decision for all third-party applications (e-Verify, Background checks etc.) prior to the project start date
  - Customer will make sure that all key Agency personnel are available during design, configuration, testing portion of the project

- If any of these assumptions are not met, Reseller will (i) promptly advise Customer in writing; (ii) use reasonable efforts to mitigate delays; and (iii) follow the Change Order Process identified in the SOW to reflect the additional services rendered because of Customer's failure to meet the identified assumptions

4. Subcontracting.
In the course of performing the Technical Services and/or providing Deliverables hereunder, Workday is permitted to, in its discretion, draw on the resources of and subcontract to any of the subcontractors set forth on Workday's website (currently located at https://www.workday.com/en-us/legal/professional-services-subprocessors.html) as Subprocessors for Technical Services (each, a "**Subcontractor**"). In such instances, Customer agrees that Reseller's subcontractor, Workday, is permitted to provide information Workday receives in connection with this SOW to the applicable Subcontractor(s) for the purpose of the Technical Services and related administration. Reseller shall be responsible for the acts and omissions of any Subcontractor to the same extent as if the acts or omissions were performed by Reseller.

5. Project Changes.
The parties acknowledge and agree that the avoidance of Project delays is material to Customer's Project success and Workday's ability to provide the Technical Services. In the event of any Project delay due to the fault of Customer, Workday, Reseller or causes not in the control of either party, the parties shall attempt to mitigate the effects of such delay. The parties shall meet to resolve such delays and to develop a mutually agreed solution. Both parties shall take into consideration the cause of the delay and negotiate in good faith. In the event there are Project impacts including but not limited to changes in Project scope, estimated level of effort, Project timeline, Project resource commitments or expenses, the parties shall execute a mutually agreed Change Order pursuant to the Change Order Process.

6. Change Order Process.
During the Project in this SOW, new information may surface that necessitates a change in business requirements resulting in a change in Project scope and, therefore, changes in the estimated level of effort, Project timeline, or Service features. Upon either party's request, Workday shall describe such requested changes, and the associated fees for additional Technical Services to be provided, in a proposed Change Order. Due to the complexity of some Change Orders, upon prior and mutual agreement, Reseller shall invoice Customer for the time required to scope and estimate Customer-requested changes. Reseller shall advise Customer of the cost estimate if such a charge shall apply. Each proposed Change Order shall contain the requested change, the impact on the current engagement under this SOW, and the estimated resources and time to complete the Technical Services for the work described in the Change Order. Reseller shall submit the Change Order to Customer for review and approval, then shall circulate the mutually agreed Change Order for signature. Proposed Change Orders shall remain valid for a period of ten (10) business days from the date of submission. If Customer does not approve the Change Order in writing within the ten (10) business days, and Reseller has not extended the period of validity in writing, the Change Order shall automatically expire. Upon the parties' execution of a Change Order, Workday shall begin performing the Technical Services described in the Change Order.

7. Roles and Responsibilities.

The following roles are required to make the Project successful.

7.1 Workday Roles.
Workday Project team roles and responsibilities included in this SOW are described below. The extent of each Workday team member's involvement shall vary by task as defined in the Project Plan. Hours estimates, by resource and Project Stage, are defined in Appendix 2. Workday shall notify Customer of any change in the Workday team mix that cause a change to the fees set forth in Appendix 2.

Workday Roles	Description
Executive Sponsor/ Project Sponsor	Confirms that the appropriate Workday resources are available for the Project and works with the Workday Engagement Manager to resolve any escalated issues in a time-effective manner. Serves on the Steering Committee.
Engagement Manager	In collaboration with the Customer Project Manager(s), guides the Workday deployment using Workday's standard methodology. Engagement Managers are responsible for co-developing the Project Plan with the Customer Project Manager, staffing Workday resources to execute the Project Plan, and managing the schedule and Project budget, as well as mitigating Project risk and resolving issues that arise.
Functional Architects	Consultant(s) responsible for the functional architecture across the Service platform. Confirms architecture and design is appropriate across multiple waves (or phases) of deployment. Provides support of the requirements and team.
Functional Leads	Consultants responsible for configuring, developing, and guiding Customer's for a work stream. Functional Leads shall guide the Customer Lead and the overall Project through the Architect & Configure, Test, and Deploy Stages for the work stream. Functional Lead roles and responsibilities include advising and/or managing scope, configurations, development, and resolution of issues; supporting unit testing; performing knowledge transfer to Customer leads and providing reasonable assistance and guidance to the Customer Leads during the Architect & Configure Stage, system testing, deployment, and post-Production support.
Functional Consultants	Consultant(s) responsible for assisting lead in areas including functional design, configuration, testing support, and post-Production support.
Technical Architects	Consultant(s) responsible for determining the integrations, data conversion, reporting approaches, and architecture in support of the functional requirements and team.
Technical Leads	Consultant(s) responsible for configuring, developing, and guiding Customer's solution for integrations, data conversion, and reporting. Technical leads shall guide the Customer Lead and the Project through the Workday methodology Stages for the delivery of the contracted integration scope, through the Stages of deployment per the Workday methodology. Technical Lead roles and responsibilities include advising and/or managing scope, configurations, development, and resolution of issues; supporting unit testing; performing knowledge transfer to Customer Leads and providing reasonable assistance and guidance to Customer Leads during the Architect & Configure Stage, testing, deployment, and post-Production support.
Technical Consultants	Consultant(s) responsible for developing integrations and reports based on the integration strategy and report strategy. Load data and assist with data conversion. Assist with post-Production support.
Delivery Assurance Team	Conducts Project initiation, configuration, and integration reviews at major Project milestones (aka checkpoints). Workday shall utilize proprietary tools in the performance of these reviews wherever possible.
Delivery Assurance Support Team	Performs reviews on compliance checkpoints and communicates issues with the Workday Project team; follows-up on any issues including late or incomplete checkpoints.

7.2 Customer Roles

Customer shall assume responsibility for the following roles and tasks.

Customer Roles	Description
Executive Sponsor	Responsible for ensuring appropriate Customer resources are available for the Project, working with the Workday Project Director and Engagement Manager(s) to resolve escalated issues in a time-effective manner, and signing off on key Customer deliverables throughout the Project. The Executive Sponsor must be an active and visible resource on the Project.
Project Director / Program Director	Provides direction to Customer deployment team(s) for critical Customer deliverables, milestones, issues, and risks. May also assist in managing executive stakeholder engagement for multi–functional (e.g., HCM, Financials) projects. Ensures solution design is end-to-end focused and drives desired outcomes and user experience. Responsible for overall program management, including Project management of all non-Workday components of the program, including program costing and reporting for all Customer costs, logistics, and resources; tracking of all Project issues and risks; assignment of owners and due dates for resolution; program change management; and managing all program functions to minimize potential impact to the Service deployment.
Project Manager	Responsible for managing the Project to completion. The Project Manager is responsible for tasks including co-developing the Project Plan with the Workday Engagement Manager, maintaining the Project Plan, managing issue and key decision logs, escalating issues to the Steering Committee, setting deadlines, assigning Customer Project responsibilities, drafting status reports, and providing regular Project status updates to Project Executive Sponsors and the Steering Committee.
Project Change Manager	Responsible for facilitating Project and end user adoption of the Service within Customer's user community, including communication and training. Some responsibilities may include enterprise-wide communication of the Project, developing training strategies and plans, and ensuring Customer's users are ready and willing to adopt the Service upon deployment.
Business Analyst	Responsible for identifying data to be ingested, cleansing data, validating the data load, testing the business processes and configuration in the Service, and developing Customer-specific training and documentation. They are also responsible for providing functional knowledge and expertise on Customer requirements such as business processes, data mapping, organizations, and system configurations. They escalate to the Project Manager issues that may impact the go-live date.
Technical Analyst	Responsible for providing technical knowledge and expertise related to Customer's integration and data load requirements. Technical Analysts extract the data from Customer's current systems, test integrations, and ensure Customer's environment can support the integrations. Technical Analysts also develop Custom Integrations to the extent expressly set forth herein, if any.

Customer Roles	Description
Customer Lead(s)	Responsible for scoping functional and technical areas in the Project (e.g., HCM, Financial Accounting, integrations, reporting, testing). Responsibilities include gathering requirements and driving all functional and technical decisions for the foregoing, escalating to Customer's decision makers or Steering Committee to obtain decisions, establishing test scenarios and ensuring timely execution of testing, working with the Workday Lead in the configuring the system, actively participating in knowledge transfer from the Workday Lead to ensure self-sufficiency to support issue resolution by the start of PDR, providing training for all other Customer resources, and serving as Customer's single point of contact for integrations and technical resources, including reconciliation of data and managing third-party vendors. Responsible for completing all required training.
Data Lead	Leads Customer's data extraction and transformation activities, responsible for coordination of delivering Technical Services Data into the different prototypes. Responsible for completing all required training.
Test Manager	Responsible for managing Customer testing preparation, execution, and reporting, including establishing tools for storage, tracking execution of testing scenarios, enabling routing to Workday consultants, and establishing all management reports to track testing execution and analyze quality. In collaboration with Customer Project Manager, the Test Manager shall establish criteria for success and entrance and exit criteria for testing cycles. The Test Manager shall obtain any Workday mandatory performance testing and develop the test strategy and resource plan during the Architect & Configure Stage of the Project and develop test plans – including test calendars and resource plans – for testing cycles that are part of the deployment. Responsible for completing all required training.
Security Lead	Responsible for the entire Workday security configuration, including the creation, maintenance, and editing of on-going system roles utilized by Customer. The Security Lead is responsible for determining what roles employees shall be granted in the Service, performing periodic audits to ensure users are regularly reviewed, and providing guidance on system security capabilities. This includes provisioning (i.e., granting access to Tenant for those beyond deployment consultants). Responsible for completing all required training.

Customer Roles	Description
Integration Lead	Customer lead for scope of integrations for the Project (e.g., HCM integrations, Payroll integrations, Financial integrations, and Supply Chain integrations). Responsibilities include: • Serves as Customer's single point of contract for integrations. • Gathers requirements from Customer teams and driving integration design, development, and testing activities, Customer deliverables, and timeline for the Project. • Facilitates resolution of integration risks, issues, and decisions needed. • Escalates open decisions, issues, and risks for integrations to Customer's decision makes, Project Management, and/or Steering Committee as needed. • Works with the Workday Integration Lead and team as well as across functional teams as needed to drive integration decisions, design, development, and testing activities. • Actively participates in knowledge transfer from the Workday integration team to ensure self-sufficiency and Production readiness for support of integrations. • Ensures Customer Integration team completes all technical required training.
Reporting Lead	Customer lead for scope of reporting for the Project (e.g., HCM reports, Payroll reports, Financial reports and Supply Chain reports). Responsibilities include: • Serves as Customer's single point of contract for reports. • Gathers requirements from Customer teams and driving report design, development, and testing activities, Customer deliverables, and timeline for the Project • Facilitates resolution of report risks, issues, and decisions needed. • Escalates open decisions, issues, and risks for reports to Customer's decision makes, Project Management, and/or Steering Committee as needed. • Works with the Workday Reporting Lead and team as well as across functional teams as needed to drive report decisions, design, development, and testing activities. • Actively participates in knowledge transfer from the Workday integration team to ensure self-sufficiency and Production readiness for support of reports. • Ensures Customer reports team completes all technical required training.
Project Internal Audit Representative	Collaborates with Customer Leads to review Customer's checkpoints, and security and SOX requirements as required by the Project. Reviews Project documentation, product configuration, business processes, etc., to help ensure Project quality. Provides guidance upon request and during the delivery of the diagnostic reviews.

7.3 Workday Deployment Steering Committee.

The Workday Deployment Steering Committee provides overall governance for the Service deployment. Responsibilities include:

- Driving alignment with business objectives
- Monitoring Project financials, timeline and resource staffing
- Reviewing risk mitigation plans and ensuring the timely resolution of all issues
- Reviewing and approving change requests that impact budget, scope, or schedule
- Resolve project escalations (e.g., timeline, budgetary, staffing)

The Steering Committee shall meet on a regular basis and be comprised of Customer Executive Sponsor, Customer Project Manager, Workday Executive Sponsor, Workday Project Director, and Workday Engagement Manager. Failure to organize and agree on a Steering Committee schedule of meetings shall result in a stoppage of work.

8. Workday Project Scope.

8.1 Product / Functionality.

Workday shall design and configure generally available functionality as prioritized by Customer. The parties shall work together to prioritize the design the configuration of each component listed below during the early Stages (as defined below) of the Project. The listed processes are representations of key business processes to be designed and configured. The parties shall finalize the following list during the Plan and Architect & Configure Stages of the Project, with appropriate consideration given to Project timeline, resources, and budget.

Functional Configuration and Set up

Talent	**Description**	**Assumptions**
	Employee Review Templates	Setup of up to 2 distinct Development Plan templates Setup of up to 2 distinct Disciplinary Action templates Setup of up to 2 distinct Improvement Plan templates Setup of up to 2 distinct Performance Review templates Customer maintains a standard operating model and is not expected to have additional business process complexity
	Feedback	Electronic feedback will be collected in Workday
	Assess Potential	Assess Potential to score workers on talent indicators will be used
	Goal Management	Goal Management will be used
	Skills & Experience	Setup and maintain self-service and worker data reporting for employee profile information, including achievements, certifications, languages, talent statements, memberships, skills, professional affiliations, and qualifications Skill and Experience attributes will be attached to Job Profiles
	Competencies	Configuration of up to 10 competencies Competencies will be attached to Job Profiles

	Surveys	1 Survey (with 10 or less questions) will be created and distributed in Workday
	Career Development	Tracking of relocation, travel preferences, career planning preferences, job interests and development items
	Talent Review	Setup of 1 distinct Talent Review template
	Succession Planning	Succession Plans/Talent Pools will be configured for use
	Mentorship Management	Setup of Mentorships Management process
	Calibration	Setup of Calibration Program with minor updates to delivered reports and processes Supervisory Hierarchy organization types are the basis for calibration
	Talent Data Conversion - Review Templates	Up to 1 Review templates will be converted into Workday (overall rating only)
	Translations	No language translations included for Talent
	Worker Profile and Skills	Skills Cloud activated Worker Profile and Skills Components enabled
Recruiting	**Description**	**Assumptions**
	Countries	US only; No translations.
	Job Requisition: Business Process Definitions	Setup includes 1 of each: Create Job Requisition, Job Requisition Change, Freeze Job Requisition Process, Close Job Requisition Process, Mass Close, Mass Unfreeze, Mass Freeze, Create Evergreen, Edit Evergreen Process, Close Evergreen Process Assumes minimal updates and streamlined processes across agencies; minor edits to notifications; manager self-service; approval chains up to 3 approvals; and 2 validations per process.
	Recruiting Setup: Career Sites	1 External Career Site 1 Internal Career Site 1 Internal for Non-Workers Career Site Use of Posting Locations at City level. Job posting aggregator/integration not in scope. Customer to work directly with vendors to setup any scraping requirements. Migration for up to 3 builds (including Production)

	Setup of 1 job posting template per Career Site, no videos.
Job Application: Business Process Definitions	Up to 3 Job Application workflow variations. The variations will be configured to support Shared Services/Centralized Level, Agency Level and Temp Pool processes. Includes applicable subprocesses: (1) Review - Standard Review Process, up to 2 Questionnaires to support the Veteran Preference and adjudication process. (1) Screen - Standard Screen Process, no Questionnaires (1) Interview- Standard Interview Process, no Questionnaires, not using Questionnaires or Competencies to be routed to interviewer, not using Candidate Self-Schedule (1) Assessment - Standard Assessment Process for tracking only (Integration not in scope), 10 Assessment Tests, 3 Assessment Status, No Automation bases of Assessment results (1) Background Check - Standard Process, up to 5 packages, defaulting logic included, Standard Statuses, Integration to support one Vendor statewide. (1) Reference Check - Standard Reference Check process Up to 4 Email Templates, 2 Candidate Message Templates; up to 3 different Job Application Templates (same number as flows) Includes up to 10 Automatic Stage Routing Rules (could include automatic knock-out questions)
Job Application: Offer & Employment Agreement Process	Offer Approval/Employment agreement flows: Assumes streamlined processes; up to 3 approvals.
Candidate Documents: Offer Letter, Offer Confirmation, Contracts, Employment Acknowledgements, Employment Agreements	Offer Letters – Up to 3 offer letters, with up to 10 conditional text blocks. Up to 3 formatted headers. Up to 3 Notifications per letter. Customer will use the Workday framework for eSign/Acknowledgement (no 3rd party signature tool)
Job Application: Referrals	Setup of up to 3 Referral Plans, rules, and one supporting business process

	Setup: Questionnaires	Up to 25 candidate application questionnaires; English Only. Customer will be responsible for additional questionnaires within the established project timelines or as a post go live activity. Questionnaire defaulting rules.
	Reporting	Use of standard Workday reports and delivered dashboards; Customer will be responsible to build any custom reports.
	Requisitions: Confidential Job Requisitions	Setup of Confidential Job Requisition process, security, and rules. Configuration of up to 4 Recruiting Security Roles: Minimal changes to delivered Security.
	Translations	No language translations included for Recruiting
	Data Conversion Support	Data Conversions are not in Scope (for example, active job requisitions, active candidates, and inactive candidates/prospects)
Onboarding	Setup and maintain onboarding tasks, such as updating contact and personal information. Communicate relevant corporate and job-related information. Collect electronic signatures and acknowledgements of documents.	2 onboarding templates (announcements/campaigns) and business processes: (1 for New Hires; 1 for Job Changes/Add Job). Any additional templates specific to Agencies will be managed/deployed by Customer resources. Up to 10 Documents as part of the Onboarding process. Customer will use the Workday framework for eSign/Acknowledgement (no 3rd party signature tool). Minor updates to current in-use Employee Self Service business processes to support Onboarding process
	Setup and maintain administration and electronic submission of I-9 forms (USA)	E-Verify standard file. Data conversions of I-9 forms are not in scope
Jobs and Positions	Setup and maintain job families, job profiles, job classifications, management levels, and other job-related setup data	Changes to job catalog and job profile attributes are not in scope.
Talent	Setup Data and Worklets	Use of the following required attributes to support Recruiting for internal candidates: Worker History and Education. All other components of talent/skills are out of scope. Use of Career worklet to support Recruiting
HCM	Staffing Business Processes	Minor updates to staffing business processes to support the Recruit to Hire processes to include

		Hire, Change Job, Contract Contingent Worker. Add Job is not in scope
Organizational Change Management	**Description**	**Assumptions**
	Change Management	Conduct organizational change discovery session & architect workshop Develop initial organization change strategy and timeline Advise on the completion of a change impact analysis Develop preliminary end user communications plan Advise on the design and execution of a change champion network Advise on user experience testing strategies Recommend end user adoption measurement activities Advise on change sustainment best practices .
	Training	Develop up to 4 Virtual on In-person Instructor led classes Develop up to 2 Computer Based Trainings (self-paced) Conduct 2 train-the trainer classes Create up to 25 job aids

8.1.1 Learning Transformation Scope

Workday will execute its standard learning transformation survey which will be distributed to Customer's defined target population. The objective of this survey is to understand directly from Customer employees their perspective on the current learning function, and obstacles that prevent them from successfully accessing learning content and developing skills, as well as opportunities to drive a more engaged learning experience. These results will be summarized and consolidated along with industry research and Workday best practices in the form of pre-read package prior to the Learning Transformation workshop. Workday also shall provide Customer with a formal Learning Transformation survey report and, at Customer's written request, a copy of the raw survey results.

Workday will collaborate with Customer to conduct a learning strategy workshop. This workshop will provide an opportunity for Customer to align on key operational imperatives for the new learning model. Specifically, the outcomes of the workshop will be to draft an initial transformation vision for the future of learning, define learning strategy guiding principles, define high-level operational goals for learning, and highlight implications on the organization. Lastly, Workday will identify a few key operational priorities for Customer to consider while deploying the Workday Learning solution.

Deliverable	Responsible Party	Input Party	Approval Party
Transformation Survey Report	Workday Learning Transformation Strategist	NA	NA
Transformation Vision	Transformation Lead/Strategy Sponsor	Workday Learning Transformation Strategist	Executive Sponsor/Steering Committee
Transformation Guiding Principles	Transformation Lead/Strategy Sponsor	Workday Learning Transformation Strategist	Executive Sponsor/Steering Committee
Transformation Goals	Transformation Lead/Strategy Sponsor	Workday Learning Transformation Strategist	Executive Sponsor/Steering Committee
Transformation Operational Priorities	Transformation Lead/Strategy Sponsor	Workday Learning Transformation Strategist	Executive Sponsor/Steering Committee

Note: The deliverables for which Customer Transformation Lead/Strategy Sponsor is the Responsible Party will be defined by Customer as part of the Learning Transformation workshop, but all documentation will be created by Workday as a Deliverable.

8.1.2 Learning Transformation Scope Exclusions

(a) This Project is solely focused on Transformation Strategy Services associated with the Workday Learning.

(a) Transformation Strategy Services for other Workday products and services is not in scope.

(b) The execution of the outcomes from the transformation projects is not in scope.

8.1.3 Product/Functionality

(a) Workday will design and configure generally available Workday Learning functionality as prioritized and provided in writing by Customer, within the Project scope specified in this SOW. The parties shall mutually agree as to the priority and design configuration of each component listed below during the early stages of the Project. The listed processes are representations of key business processes to be designed and configured. The final list will be determined during the Plan and Architect & Configure stages of the Project, with appropriate consideration given to Project timeline, resources, and budget.

(i) Learning Content

A. Create Topics – Configure and manage topics for the learning catalog.

B. Create Course – Configure and manage Course Template within the learning catalog.

C. Schedule Course Offering – Configure and manage course offerings within the learning catalog.

D. Create Lesson – Configuration of standalone lessons.

E. Course Enrollments – Configure and manage enrollments.

F. Create Learning Instructor – Configure and manage course instructors.

G. Create Learning Program – Configure and management learning programs.

H. Create Prerequisites - Configure and management prerequisites.

I. Create Equivalencies – Configure and manage equivalencies.

J. Create Learning Campaigns – Configure learning campaigns and campaign audiences to be rolled out to learners; and

K. Custom Reports – Up to 10 Custom Reports (excluding BIRT reports).

(ii) Reports. All Standard Reports identified on the Workday Standard Reports List are in-scope for the Project. Additional or customized reports are in scope only if expressly provided in this SOW.

8.1.4 Project Scope Assumptions. The following assumptions were made with respect to the functional scope of Customer's Project and the Technical Services Fees set forth in Section 2 of Appendix 2 of this SOW. Any changes to these assumptions may result in additional Technical Services Fees:

Project Components	Scope Complexity	Project Scope Descriptions
Extended Learning: Core Configuration	Standard	Set up Learning Domains, Configuration Business Processes, 4 Security Roles, up to 20 topics, Learning Dashboard, Activity Stream
• Learning Campaigns	Standard	Configure Campaign domains and configure up to 10 Campaigns.
• Configurable Security	Standard	Up to 2 custom security groups, minor changes to security policies.
• Languages	Standard	All available languages supported by Workday as of the SOW Effective Date.
Mobile	Standard	Enabling Workday Mobile is approved as in scope by Customer's Information Security and Executive Sponsors. The following functionality is included in the deployment package: Establishing up to 3 Tenant aliases, Mobile PIN, One-Time Passcode, Mobile Push Notifications and W: drive. Workday Mobile-delivered ESS/MSS functionality associated with in scope capabilities as referenced in "List Tasks Available on Mobile" report. Enable Single Sign-on (SSO) authentication including up to 5 mobile specific rulesets, plus up to 3 intersection security groups specific to mobile.
Delivered Reports	Standard	Delivered Workday reports
• Custom Reports	Standard	Up to 10 Custom Reports (excludes BIRT Reports)
• Peer Learning	Standard	Customer will have the ability to create User Generated Content.

8.1.5 Project Scope Exclusions. This Project is solely focused on the implementation of Workday Learning.

(a) No other Workday functionality is in the Project scope.

(b) No Custom Integrations are provided in the Project scope.

(c) No Configured Integrations are provided in the Project scope unless expressly set forth herein.

8.2 Integrations.

Integration Scope. This section describes the integrations to be delivered by Workday under this SOW based on the information provided by Customer and the parties' understanding as of the SOW Effective Date. During delivery, and upon further discovery, the parties may agree that changes are required to meet Customer's requirements, if mutually agreed, the parties shall execute a corresponding Change Order.

Integration Classifications.

"**Configured Integrations**" describes the productized connectors developed and supported by Workday that exist as Workday Integration Templates (as defined below) in each Workday Tenant and are licensed to customers for use with the Service. Configured Integrations require only configuration to deploy; no customization of the Configured Integration is required or performed. An explanation for each Configured Integration can be found in Workday Product Documentation by searching for the name of the applicable Workday Integration Template.

"**Developed Integrations**" describes all other integrations, including any Custom Integration (if such term is defined in the TSA), that are developed by Customer, by Workday (other than a Configured Integration), or by a third-party, including Workday's software partners. Developed Integrations also include solutions or connectors available that interact with the Service platform (e.g., by direct connection to Customer's Tenant public API, as pre-built integrations), using such parties' own tools or Workday's Integration Template(s).

Workday Integration Templates and Classifications.

"**Workday Integration Templates**" are Workday-provided integration template tools that are used by Workday and may be licensed and used by Customer and third parties to create connectors and/or integrations to the Service.

Integrations to the Service can be built using the Workday Integration Templates. The table below describes available Workday Integration Templates as of the SOW Effective Date. The table also explains which Workday Integration Templates are Configured Integrations or used for Developed Integrations and which are typically used for the simpler to more complex use cases.

Integration Classification	Workday Integration Template	Description	Complexity
Configured Integration	End to End Connector	Support a specific named third-party application or service. When you deploy an End-to-End Connector, no additional coding required. These integrations are (i) part of the Service, and (ii) provided with ongoing support by Workday in accordance with Workday's current Production Support and Service. Detail on these connectors can be found in Workday Product Documentation by searching for the name of the Integration Template	Full Range
	Connector	Prebuilt integrations that address most of the integration effort required to connect to third-party endpoints. These integrations import and export data in a Workday-defined file format and typically require pre/post processing with a Developed integration.	Low
Developed Integration	Enterprise Interface Builder (EIB)	Simple, secure, and customizable integrations consisting of an integration system, an integration data source, an integration transformation, and an integration transport protocol.	Moderate
	Document Transformation (DT)	Integration to consume the output file generated by a Connector, EIB, or Workday Studio integration system and transform the file based on instructions in an XSLT file.	Moderate
	Business Intelligence Reporting Tool (BIRT)	Solution to design and use business form layouts for meeting the layout specifications including rich text formatting, headers and footers, page breaks, and exact placement of labels, data, spaces, and margins.	Moderate
	Workday Studio	An Eclipse-based development environment solution required to build more complex, entirely custom, integrations with Workday.	High

Integration Classification	Workday Integration Template	Description	Complexity
	Direct Connection to Tenant API	An external (non-Workday) system acts as a client making a connection to Customer's Tenant Public API directly, using web services or Reports-as-a-Service, which form part of the core Service. There is no "runtime" or job executing on the Workday platform.	Low

Integration Support.

Configured Integrations and Workday Integration Templates. Workday provides ongoing support for Configured Integrations and Workday Integration Templates in accordance with Workday's current Production Support and Service, irrespective of who configures them, except that the SLA and Service Level Credits shall not apply to any Configured Integration due to Workday's reliance on the third-party system with which each Configured Integration interfaces. If Customer uses or develops any connector or integration that incorporates a Workday Integration Template, Workday shall support the Workday Integration Template only, and the remainder of the connector or integration is a Developed Integration that must be supported by Customer or a third-party.

Developed Integrations. Developed Integrations are not part of the Service and are not supported by Workday. Customer is responsible for designing, developing, testing, and deploying all Developed Integrations, except to the extent expressly set forth in this SOW. Customer (or its third-party provider) is responsible for supporting all Developed Integrations.

Integrations in Scope.

List of Integrations in Scope

Integration	Vendor or System	Integration Template	Responsible Party	Estimated Workday Technical Services Hours
Background Check	Bidirectional integration to a single vendor - Vendor TBD	Workday Studio	Workday	85
e-Verify	United States Citizenship and Immigration Services (USCIS)	End to End Connector	Workday	15
Cloud Connect for Learning (CCL)	You Tube, Harvard Manager Mentor, LinkedIn Learning, Udemy for Business	Cloud Connect	Workday	40

ANY INTEGRATION NOT EXPLICITLY LISTED IN THE INTEGRATIONS IN SCOPE TABLE ABOVE IS OUT OF SCOPE, EVEN IF DISCUSSED PRIOR TO THE EXECUTION OF THIS SOW.

Integration Assumptions.

- Workday shall design, configure, unit test, and/or deploy integrations where Workday is the Responsible Party in the Integrations In Scope table above. Similarly, Customer shall be responsible for the design, development, configuration, and unit testing of integrations where Customer is the Responsible Party.
- Customer shall make available appropriate technical and functional resources to assist with discovery, design, data mapping, data validation, testing, and deployment activities for each integration.
- The Technical Services provided by Workday hereunder do not include the provision of Workday-required training courses, which Customer may purchase from Workday by separate agreement(s).
- Customer resources shall timely complete Workday-required training appropriate for their respective roles.
- Customer is responsible for data quality required for integrations to operate successfully, including responsibility for loading data into third-party applications, if required, unless otherwise noted in the Integrations In Scope table above.
- Customer is responsible for testing all integrations, regardless of type, including, but not limited to, data verification. If a data-related issue is identified during testing, Customer shall load and successfully test corrected data prior to go-live.
- Unit testing does not include detailed functional scenarios, which shall be performed by Customer during end-to-end-testing.
- Use of any Configured Integration assumes Customer and its vendor requirements fit within Workday's standardized integration. If a Configured Integration does not meet the vendor or Customer requirements or is not available at time of deployment, the parties may agree to deploy a Developed Integration.
- Customer shall lead interactions with third-party vendors and/or internal system owners required to deploy integrations hereunder. Customer shall also coordinate timely secure data transfer and integration testing with all vendors (and internal systems).
- If a Customer determines a change is required to its internal platform, Customer assumes responsibility for such changes, which are not included in the scope of this SOW. Please note: Workday Technical Services consultants are not trained on third-party applications or technology platforms.
- Customer is responsible for timely obtaining subscriptions and/or contracts required from third-party providers.
- Customer shall attend Workday's required integration training prior to the commencement of the Architect & Configure Stage.
- Customer assumes operational responsibility and configuration for all integrations after go-live, including monitoring, troubleshooting, and deploying and testing updates.
- Customer shall provide an SFTP server or an appropriate endpoint for integration file exchange during the Project.

8.3 Authentication Configuration.

There are multiple ways the Service can be configured for user authentication. The Authentication section below describes the various options. It indicates which option(s) Customer expects to deploy, and the expected level of effort for Workday to configure the Service authentication mechanism, communicates Workday's requirements for Customer-provided deliverables, and assists with appropriate testing. The authentication configuration activities are limited to one Tenant. Customer is responsible for authentication configuration if additional Tenants are required.

- This section describes the authentication configuration and associated integrations to be delivered by Workday under this SOW based on the information provided by Customer and the parties' understanding as of the SOW Effective Date. During delivery, and upon further discovery, the parties may agree that changes are required to meet Customer's requirements, which changes shall be affected via a Change Order.

- **Single Sign On Providers (SSO):**

Deliverable	Description	Estimated effort for Technical Services
SAML Configuration	Tenant configuration for SAML connection, including Authentication Policies to be tied to SAML setup in Workday 0	20
SAML Redirect to SSO	Tenant configuration for a SAML redirect to SSO provider for de-duplication type activities	25
Authentication Policies & Selector	Configuration of Authentication Policies and Authentication Selectors to tie User Security Groups to the right Authentication method, including but not limited to SAML, MFA with Native Login, Challenge Questions with Native Login etc.	15
Mobile Security	Configuration of Mobile Security to allow for seamless User Experience across the define authentication methods listed above natively in the Mobile App	10
	Number of SSO Providers in Scope - 1	
Total Estimated Hours		70

Identity Management Providers: Microsoft Azure

Deliverable	Description	Estimated effort for Technical Services
Workday Security Permissions for Azure APIs	Setup of Workday Integration System Users for Azure to push/pull data from Workday system for Worker Demographic information via Workday delivered API's	20
Worker Demographic (Inbound File)	Workday integration to load worker demographic items data onto workers profile post-BPs as needed See Assumptions #4 / #5 below	60
	Number of Microsoft Azure Instances in Scope - 1	
Total Estimated Hours		80

Authentication Assumptions.

- Customer will provide a detailed list of each Single Sign-On (SSO) provider in scope for implementation and where applicable each IDM/AD system that will support these SSO providers in tables above.
- Authentication policies for each SSO provider used will require one unique SAML/SSO configuration in the delivered tenant.
- Each SSO provider used may require up to one unique SAML redirect configuration to allow users to query external systems for ID de-duplication on following Business Processes: Hire/Offer/Contract Contingent/Add Appointment
- Each IDM/AD system will require one custom outbound integration system for worker demographic data, and one inbound custom integration system for worker demographic updates - examples: ID's, emails, phones, work location, etc.
- Customer has not deployed a multi-factor authentication solution in production. If Customer decides not to have Workday users authenticate via a multi-factor authentication solution, or does not have a multi-factor authentication solution, Customer assumes all risks of single factor authentication.
- Customer is responsible for all configurations associated with Customer-owned multi-factor authentication solution(s).
- Workday to configure SAML configurations in one of each tenant type: implementation, sandbox, production. Customer to own any additional configurations in subsequent tenants as needed.

8.4 Workday Guidance Service. & Security

Fifty (50) hours of Workday Professional shall guide Customer resources in the successful delivery of Customer's deliverables (the "**Guidance Service**"). The following defines the scope of that Guidance Service:

Guidance Service In Scope:

- Provide to Customer applicable Workday Integration Templates.
- Guide Customer on the Workday Integration Templates available for building integrations for which Customer has the delivery responsibility.
- Assist Customer in identifying the appropriate Workday and/or third-party integration tool(s) to use for each type of integration.
- Advise Customer of particular nuances or concepts that are may be applicable to a given use-case.
- Provide reasonable assistance to Customer with integration security configuration.
- Migrate the integration build between tenants as needed to support Test and Deploy Stages.
- Provide reasonable assistance to Customer to troubleshoot issues that are preventing the build or testing from moving forward in a timely manner.

Out of Scope:

- Integration training for which Workday Education Services are available.
- Hands-on assistance (e.g., documentation or build services).
- Test guidance or execution.
- Quality review of Customer deliverables (e.g., documentation, build, or tests).

Configurable Domain Security Scope

As part of the Workday's standard functional configuration, Workday will apply factory defaults and / or provide guidance and assistance to tailor security groups, roles, and permissions to meet business requirements.

Customer will be responsible for assigning sufficient personnel for configuring Workday security and managing configurable Domain Security for the Plan Phase and beyond. Configurable Domain Security is defined as the implementation of design decisions with the Workday tenant, which can include domain security policy access and the creation or adjustment of security groups. The Workday Team will assign a security resource to support Customer personnel with guidance and troubleshooting via weekly one-hour scheduled checkpoints (at a minimum) at each phase up to and including the Deploy phase of the Project. Activities for the Workday Team include the following:

- Workday conducts Discovery and Design Workshops to provide a general overview of Workday security concepts, to facilitate knowledge transfer to Customer Team in relationship to their security requirements for the Workday Service, and to assist Customer in learning Workday security terminology (including Domain Security and Business Process Security policies, security groups, and assignable roles).

- Workday, with input from the Customer, will identify the security configuration that is in-scope for the Project.
- Workday will advise Customer of particular nuances or concepts that are may be applicable to a given use-case.
- Workday, with input from the Customer, will develop an initial security design to meet Customer's business requirements with sufficient detail to support the Configure & Prototype stage activities of the Deliver phase.
- Workday will provide guidance to the Customer on the initial security configuration and will help Customer develop an approach for Customer to maintain the Customer's security configurations.
- Workday, with input from the Customer, will develop a plan for Customer managing security updates that may be required in production to facilitate future phase deployment activities.
- Workday, with input from the Customer, will deliver security check-ins during the end of the plan, configure and prototype, and test phases to assist the customer with adjustments or considerations in security configuration.
- Workday will provide reasonable assistance to Customer to troubleshoot security configuration considerations that are preventing the build or testing from moving forward in a timely manner

8.4 Data Conversion Scope

Data Conversion	Description	Assumptions
	Recruiting	Data Conversion is not in Scope (for example, active job requisitions, active candidates, and inactive candidates/prospects).
	I-9 Forms	Data conversion for I-9 forms or history is not in scope.
	Talent Management	Data Conversion is not in Scope for Talent
	Learning	Up to 450 hours of Data Conversion hours are allocated for: • 10,000 Lesson Conversions750 Courses • 1,000 Course Offerings • 3,750 Stand-alone lessons • 50 Instructors • Historical Training Records not included • 1,000 Historical employee Training Records are included

- Workday shall perform up to four (4) Tenant builds. A "**Tenant build**" is defined as a series of steps and events at established points within the Project methodology. During each Tenant build, Customer shall provide a set of legacy data. Typically, multiple iterations are needed to complete the extract and transformation of data required to complete the Tenant build. The number of iterations required to complete a Tenant build should decrease as the process improves during the Project. The initial Tenant build will be a copy of Production to start the project.

- Sufficient data quality and delivery efficiency are required to progress to Production status. If additional Tenant builds or excessive iterations are needed, this presents a risk to the Project timeline and/or budget, and the parties shall review the need for a Change Order.

- Each Tenant build creates a prototype Tenant:
    - Project (Rec/Lrn/TO) Project Tenant (copy of Production)
    - Architect & Configure Tenant
    - End-to-End Tenant
    - Pre-Production Tenant

Workday shall advise Customer on how to produce the Workday-specified format required for the data conversion build from Customer's legacy system, as determined during the data conversion workshop. Customer shall extract its legacy data and map it to the Service values in this specified format for the data conversion builds.

Data Conversion Assumptions.

- Except as provided herein, the parties shall use a Workday-provided File Transfer Server for all data conversion file exchanges during the Project.
- Customer shall provide its data to Workday in the Workday-specified format described above.
- Workday does not provide a service to extract data from Customer's source systems.
- Workday shall provide templates with appropriate descriptions for data conversion.
- Customer shall ensure that its data is cleansed, and duplicate values removed.
- Customer shall populate and supply its data to Workday in the prescribed format.
- Once the data is loaded, Customer shall verify the accuracy of the data and provide corrected data as required.
- Customer shall establish and determine processes to create a static copy of its legacy system(s) to provide source data extracts and a reference point for comparison for each tenant build.

8.5 Worker Population, Languages, and Localizations.

Workday assumes Customer population shall change over the course of the deployment, however, for purposes of scoping and estimating the Project effort and resource requirements, Workday is relying on the following Worker Population data (effective as of January 31, 2022). Workday and Customer shall discuss any changes to the Worker Population that increase complexity, create business process change, require additional effort (e.g., Tenant building, report creation) at the time of the change.

- The Service for Wave 1 shall be rendered in English in addition to the following languages identified below, only as generally available in the current commercially available Service release and certain applications are in English only.
- Workday shall make available to Customer predefined country formats for in-scope countries to the extent supported by the current commercially available Service release.
- Workday shall make available to Customer predefined communications profiles/name and address formats for in-scope countries to the extent supported by the current commercially available Service release.
- Workday shall make available to Customer predefined localizations shall be made available for in-scope countries to the extent supported by the current commercially available Service release.

- Customer shall determine if the predefined formats provided by Workday meet Customer's compliance requirements.

Language Assumptions.

- Customer is responsible to deliver language strategy outlining what objects will be translated to what languages by the end of Prototype 1 testing.
- Customer is responsible to deliver translations for those objects in Workday template format and to update end-to-end testing scripts or cases, plans, and resources to support those translations.
- Workday shall load translations as delivered.
- Customer is responsible for defining the approach for regional business requirements, data gathering, and documentation of requirements for processes augmentation in alignment with the Project timeline.
- Localizations are expected to be restricted to support legal or compliance-based requirements.

8.6 Reports.

The reporting and analytics workstream's primary objective are to configure, test, deploy Customer-defined custom reports. Custom reports are those that require custom development (as distinct from Workday standard reports which are available out-of-the-box and without Tenant-specific configuration). A secondary but critical objective of the workstream is to conduct reasonable knowledge transfer activities toward enabling Customer to become self-sufficient with the Workday reporting tools.

Reporting Activities
Reporting activities are shared across the Workday team and Customer. Workday activities are indicated below. Customer activities are documented in the Reporting Assumptions below:

- Workday shall provide an overview of Workday's reporting and analytics toolset, which will include an orientation to Workday reporting, key concepts, and Workday reporting leading practices.
- Workday shall advise and provide guidance to Customer to support evaluating Customer report requirements, rationalizing and/or prioritizing custom reports for development, sizing the development effort, and assigning responsibility for development.
- Workday shall reasonably assist and advise report deliverables for which Customer is the Responsible Party.
- Workday shall provide knowledge transfer sessions to ensure a transition of reporting responsibilities to Customer to support transition to Production go-live.
- Workday shall provide a total of 75 estimated hours to support these reporting activities.

Workday Reporting Solutions	Complexity	Total Number
Advanced / Search	Low	10
Transposed / Matrix / nBox / Trending	Moderate	2
Composite	High	0
		12

If Customer requires additional assistance from Workday more than the number of hours allocated or Technical Services described herein, Reseller shall create and present to Customer a Change Order in accordance with the Change Order process.

Reporting Assumptions

- Customer is responsible for identifying resources and securing sufficient bandwidth to support the workstream, which includes a Reporting Lead as well as report developers (those building reports), report owners (those providing report specifications), and report testers (those testing reports to ensure Customer requirements are satisfied).
- Customer is responsible for the prioritization of custom reports to be developed. To do so, Customer is expected to document its reporting requirements and map those against Workday's standard reporting catalog.
- Customer is responsible for providing sufficient report design specification for report deliverables for which Workday is the Responsible Party.
- Customer is responsible for testing both Workday-developed and Customer-developed custom reports and dashboards, regardless of type, including but not limited to, data validation, security, and performance reports.
- Customer shall complete in a timely manner all Workday-required training to support Customer's role in custom report development and/or post-deployment support.

Reporting Limitations
Reports are limited to the available report data sources and custom report fields. Reports are further limited to the availability of historical data that has been converted and migrated into the Tenant.

Phase II – Review and Recommend Scope and Services:

Talent:

The Scope of the Talent Management Review & Recommend Technical Services includes a review and assessment of the following configuration items within the Workday Service, as they relate solely to talent management:

- core talent data (skills and experiences and skills cloud) and associated business processes
- career and development data and associated business processes (opportunity graph, mentorship, connections, development items, competency management)
- anytime, self-requested and role-requested feedback
- talent review template and associated business processes
- talent calibration and associated reporting and business processes (including assess potential and potential attributes)
- talent pools
- succession planning and succession pools
- surveys
- user experience related configuration, including mobile, landing pages and dashboards
- related security groups, roles and permissions
- reporting and auditing strategy related to this product area

Performance review templates and associated business processes are outside the Scope of this service

Recruiting:

The Scope of the Recruiting Review & Recommend Technical Services includes a review and assessment of the following configuration items within the Workday Service, as they relate solely to recruiting:

- core recruiting basics and notifications (i.e., tenant setup, security domains, setup values, notification designer)
- job application dynamic business process and related functionality including offer letters and employee agreements
- all sub-processes of job application dynamic business process available at the time of service
- job requisition business processes (create, edit, close, freeze), including evergreen and confidential job requisitions
- career sites (internal and external)
- agency management
- job posting templates
- job application templates
- candidate management (duplicates and former workers)
- candidate scheduling and interview management
- employee referral business process, including candidate endorsements
- questionnaires
- candidate pools
- recruiting compliance
- recruiter user experience
- candidate experience
- user experience related configuration including, mobile, landing pages, profile groups, and dashboards
- related security groups, roles, and permissions
- reporting and auditing strategy related to this product area

Workday shall perform the Technical Services described in this Appendix and in the Tasks and Deliverables section of this SOW during a two (2) day review session, five (5) two-hour working sessions, and one (1) R&R Summary Meeting.

Learning:

The Scope of the Learning Review & Recommend Technical Services includes a review and assessment of the following items within the Workday Service, as they relate solely to the Learning configuration:

- learning domain security policies
- learning business processes and business process security policies
- learning role and user-based security group configurations
- learning catalog including lessons, digital courses, blended courses, and course offerings
- course content governance strategy
- learning validation rules
- learning paths
- learning programs
- content cloud configuration
- learning topics
- learning categories
- learning instructors and assessors
- learning campaigns and campaign audiences
- learning surveys
- learning historical loads and EIB best practices
- learning reporting strategy and configuration of custom reports, dashboards, worklets, learning discovery board, and profiles
- Learning Outlook Calendar Integration

Workday shall perform the Technical Services described in this Appendix and in the Tasks and Deliverables Section of this SOW during one (1), six-hour review sessions, four (4) two-hour working sessions, and one (1) R&R Summary Meeting.

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	10/12/22
BUSINESS UNIT	BUYER
65025015	JOY FISCHER (AS)

CONTRACT NUMBER
92458 O4

VENDOR NUMBER: 2636931

VENDOR ADDRESS:

PRECISION TASK GROUP INC
9801 WESTHEIMER RD STE 803
HOUSTON TX 77042-3956

THE CONTRACT PERIOD IS:

SEPTEMBER 30, 2020 THROUGH JUNE 30, 2025

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from State of Texas Department of Information Resources Master Agreement #DIR-TSO-4242

Contract to supply and deliver Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services to the State of Nebraska as per the attached specifications for the period September 30, 2020 through June 30, 2025.

Vendor Contact: Michael Baudler
Phone: 281-804-3980
E-Mail: Michael.baudler@ptg.com

(9/30/20 sc)

Addendum one as attached. (6/30/21 ml/ch)

Addendum Two as attached. (1/12/22 ch)

ADDENDUM THREE (3) AS ATTACHED. (10/12/22 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	WORKDAY SAAS SUBSCRIPTION September 30, 2020 to June 30, 2021	1.0000	YR	562,968.0000	562,968.00
2	WORKDAY SAAS SUBSCRIPTION July 1, 2021 to June 30, 2022	1.0000	YR	815,000.0000	815,000.00
3	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	815,000.0000	815,000.00
4	WORKDAY SAAS SUBSCRIPTION	1.0000	YR	1,603,993.0000	1,603,993.00

DocuSigned by:
Joy Fischer 10/20/2022
8D62163E69CA4C2...
BUYER

DocuSigned by:
Michelle Potts 10/20/2022
B300917D60EE486...
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	10/12/22
BUSINESS UNIT	BUYER
65025015	JOY FISCHER (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	July 1, 2023 to June 30, 2024				
5	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	1,627,187.0000	1,627,187.00
6	WORKDAY SAAS SUBSCRIPTION June 30, 2021 to June 30, 2022	1.0000	YR	183,367.0000	183,367.00
7	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	227,451.0000	227,451.00
8	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	232,001.0000	232,001.00
9	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	236,641.0000	236,641.00
10	WORKDAY SOW 6.30.21 WORKDAY HELP DEPLOYMENT	74,000.0000	$	1.0000	74,000.00
11	ADDITIONAL HCM, CCB, CCTPP AND HLP LICENSES PER P00299747	15,604.0000	$	1.0000	15,604.00
12	ADDITIONAL HCM, CCB, CCTPP AND HLP LICENSES PER P00368653.0	81,872.0000	$	1.0000	81,872.00
	Total Order				**6,475,084.00**

DS
JF

BUYER INITIALS

ADDENDUM THREE
Contract 92458 O4
Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services for the State of Nebraska
Between
The State of Nebraska and Precision Task Group, Inc.

This Addendum (the "Addendum") is made by the State of Nebraska and Precision Task Group, Inc. (the "Contractor") parties to Contract 92458 O4 (the "Contract") and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

1. Contract line 12 will be added as follows:

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
12	ADDITIONAL HCM, CCB, CCTPP AND HLP LICENSES PER P00368653.0	81,872.0000	$	1.0000	81,872.0000

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this or Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this or Addendum and the Contract or any earlier or addendum, the terms of this or Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: DocuSigned by: Michelle Potts B306917D66EE486...

Name: Michelle Potts

Title: Interim Materiel Administrator

Date: 10/20/2022

Contractor: Precision Task Group, Inc.

By: DocuSigned by: Michael Baudler 264A5CA7A00948D...

Name: Michael Baudler

Title: cfo

Date: 10/20/2022

ORDER FORM # P00368653.0
TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT DIR-TSO-4242
("AGREEMENT")
(GROWTH)

Reseller Name	Precision Task Group, Inc. or PTG (hereinafter, the "Reseller")
Customer Name	State of Nebraska
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Agreement Effective Date	December 14, 2019
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	September 30, 2022 through September 29, 2023
Currency	USD
Total Subscription Fee	81,872

The purpose of this Order Form is to increase the number of Permitted FSE Workers for Customer's use of the Service pursuant to the terms set forth in Order Form #P225024, with an Order Effective Date as of September 30, 2020 (OF#P225024) and in Order Form #P256615 with an Order Effective Date as of June 30, 2021 (OF#256615) (each an "Underlying Order Form" and collectively the "Underlying Order Forms").

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the agreement, invoiced upon Order Effective Date	81,872
	Total Subscription Fees	**81,872**

		Permitted FSE Workers			Subscription Fees	
SKU	**Service**	**Start**	**Added**	**New**	**Annual Rate (Per FSE Worker)**	**Prorated for Order Term**
HCM	Human Capital Management	16,245	835	17,080	83.60	69,806
CCB	Cloud Connect for Benefits					
CCTPP	Cloud Connect for Third Party Payroll					
HLP	Help	16,245	835	17,080	14.45	12,066

Customer Contact Information	Billing, In Care of
Contact Name	Peter Gierasch
Street Address City/Town, State/Region/County Zip/Post Code, Country	P.O. Box 94905 Lincoln, Nebraska 68509-4905 United States
Phone/Fax#	402-471-2345
Email (Required)	Peter.gierasch@nebraska.gov

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced agreement, and in the Underlying Order Forms. Customer has reviewed and agrees that the figures in the tables above are accurate. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to accounting@ptg.com.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced agreement as of the later of the dates beneath the parties' signatures below (the "**Order Effective Date**").

State of Nebraska	**Precision Task Group, Inc.**
Signature	Signature
Peter S. Gierasch	Michael Baudler
Name	Name
Operations Administrator	CFO
Title	Title
9/15/2022	9/16/2022
Date Signed	Date Signed

DocuSign Envelope ID: ABC67DAB-1C29-4231-965A-B2E71DC86A34

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	01/12/22
BUSINESS UNIT	BUYER
65025015	JOY FISCHER (AS)

CONTRACT NUMBER
92458 O4

VENDOR NUMBER: 2636931

VENDOR ADDRESS:

PRECISION TASK GROUP INC
9801 WESTHEIMER RD STE 803
HOUSTON TX 77042-3956

THE CONTRACT PERIOD IS:

SEPTEMBER 30, 2020 THROUGH JUNE 30, 2025

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from State of Texas Department of Information Resources Master Agreement #DIR-TSO-4242

Contract to supply and deliver Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services to the State of Nebraska as per the attached specifications for the period September 30, 2020 through June 30, 2025.

Vendor Contact: Michael Baudler
Phone: 281-804-3980
E-Mail: Michael.baudler@ptg.com

(9/30/20 sc)

Addendum one as attached. (6/30/21 ml/ch)
Addendum Two as attached. (1/12/22 ch)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	WORKDAY SAAS SUBSCRIPTION September 30, 2020 to June 30, 2021	1.0000	YR	562,968.0000	562,968.00
2	WORKDAY SAAS SUBSCRIPTION July 1, 2021 to June 30, 2022	1.0000	YR	815,000.0000	815,000.00
3	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	815,000.0000	815,000.00
4	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	1,603,993.0000	1,603,993.00

DocuSigned by:
Joy Fischer
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DS
PK

DocuSigned by:
Amara Block
4CFF2711162A4A2...

BUYER MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	01/12/22
BUSINESS UNIT	BUYER
65025015	JOY FISCHER (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
5	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	1,627,187.0000	1,627,187.00
6	WORKDAY SAAS SUBSCRIPTION June 30, 2021 to June 30, 2022	1.0000	YR	183,367.0000	183,367.00
7	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	227,451.0000	227,451.00
8	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	232,001.0000	232,001.00
9	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	236,641.0000	236,641.00
10	WORKDAY SOW 6.30.21 WORKDAY HELP DEPLOYMENT	74,000.0000	$	1.0000	74,000.00
11	ADDITIONAL HCM, CCB, CCTPP AND HLP LICENSES PER P00299747	15,604.0000	$	1.0000	15,604.00
	Total Order				**6,393,212.00**

DS
JF

BUYER INITIALS

ADDENDUM TWO
Contract 92458 O4
Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services for the State of Nebraska
Between
The State of Nebraska and Precision Task Group, Inc.

This Addendum (the "Addendum") is made by the State of Nebraska and Precision Task Group, Inc. (the "Contractor") parties to Contract 92458 O4 (the "Contract") and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

Line 10 will be added;

Line No.	Description	Quantity	UOM	Unit Price	Extended Price
11	ADDITIONAL HCM, CCB, CCTPP and HLP LICENSES PER P00299747	15,604	$	1.0000	15,604.00

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: DocuSigned by: Amara Block
4CFF2711162A4A2...

Name: Amara Block

Title: Materiel Administrator

Date: 1/19/2022

Contractor: Precision Task Group, Inc.

By: DocuSigned by: Michael Baudler
264A5CA7A00948D...

Name: Michael Baudler

Title: cfo

Date: 1/12/2022

ORDER FORM # P00299747
TO THE TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT NO. DIR-TSO-4242 (“AGREEMENT”)
(GROWTH)

Reseller Name	Precision Task Group, Inc. or PTG (hereinafter, the “Reseller”)
Customer Name	State of Nebraska
Workday Entity Name	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Agreement Effective Date	December 14, 2019
Order Effective Date	The later of the dates beneath the parties’ signatures below
Order Term	September 30, 2021 through September 29, 2022
Currency	USD
Total Subscription Fee	15,604

The purpose of this Order Form is to increase the number of Permitted FSE Workers for Customer’s use of the Service pursuant to the terms set forth in Order Form #P00256615 with an Order Effective Date as of June 30, 2021 (OF#P00256615) and in Order Form #P00225024, with an Order Effective Date as of September 30, 2020 (OF#P00225024).

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the agreement, invoiced upon Order Effective Date	15,604
	Total Subscription Fees	**15,604**

		Permitted FSE Workers			Subscription Fees	
SKU	**Service**	**Start**	**Added**	**New**	**Annual Rate (Per FSE Worker)**	**Prorated for Order Term**
HCM	Human Capital Management	16,245	159	16,404	83.60	13,292
CCB	Cloud Connect for Benefits					
CCTPP	Cloud Connect for Third Party Payroll					
HLP	Help	16,245	159	16,404	14.54	2,312

PTG Precision TASK GROUP

Customer Contact Information

Billing, In Care of	
Contact Name	Peter Gierasch
Street Address City/Town, State/Region/County, Zip/Postal Code, Country	P.O. Box 94905 Lincoln, Nebraska 68509-4905 United States
Phone/Fax #	402-471-2345
Email (required)	Peter.gierasch@nebraska.gov

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the additional terms in the above-referenced Agreement, and in the existing Order Forms listed above. Customer is purchasing the Service that is currently available. All remittance advice and invoice inquiries can be directed to accounting@ptg.com.

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced Agreement as of the later of the dates beneath the parties' signatures below (the "**Order Effective Date**").

State of Nebraska	**Precision Task Group, Inc.**
DocuSigned by: Peter Gierasch 2F2E275157D6486...	DocuSigned by: Michael Baudler 264A5CA7A00948D...
Signature	Signature
Peter Gierasch	Michael Baudler
Name	Name
Operations Administrator	cfo
Title	Title
1/13/2022	1/12/2022
Date Signed	Date Signed

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	06/30/21
BUSINESS UNIT 65025015	BUYER JOY FISCHER (AS)

CONTRACT NUMBER
92458 O4

VENDOR NUMBER: 2636931

VENDOR ADDRESS:

PRECISION TASK GROUP INC
9801 WESTHEIMER RD STE 803
HOUSTON TX 77042-3956

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 30, 2020 THROUGH JUNE 30, 2025

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from State of Texas Department of Information Resources Master Agreement #DIR-TSO-4242

Contract to supply and deliver Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services to the State of Nebraska as per the attached specifications for the period September 30, 2020 through June 30, 2025.

Vendor Contact: Michael Baudler
Phone: 281-804-3980
E-Mail: Michael.baudler@ptg.com

(9/30/20 sc)

Addendum one as attached. (6/30/21 ml/ch)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	WORKDAY SAAS SUBSCRIPTION September 30, 2020 to June 30, 2021	1.0000	YR	562,968.0000	562,968.00
2	WORKDAY SAAS SUBSCRIPTION July 1, 2021 to June 30, 2022	1.0000	YR	815,000.0000	815,000.00
3	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	815,000.0000	815,000.00
4	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	1,603,993.0000	1,603,993.00
5	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	1,627,187.0000	1,627,187.00
6	WORKDAY SAAS SUBSCRIPTION June 30, 2021 to June 30, 2022	1.0000	YR	183,367.0000	183,367.00

DocuSigned by:
Joy Fischer
8D62163F69CA4C2

PK

BUYER

DocuSigned by:
Amara Block
4C5F87...

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

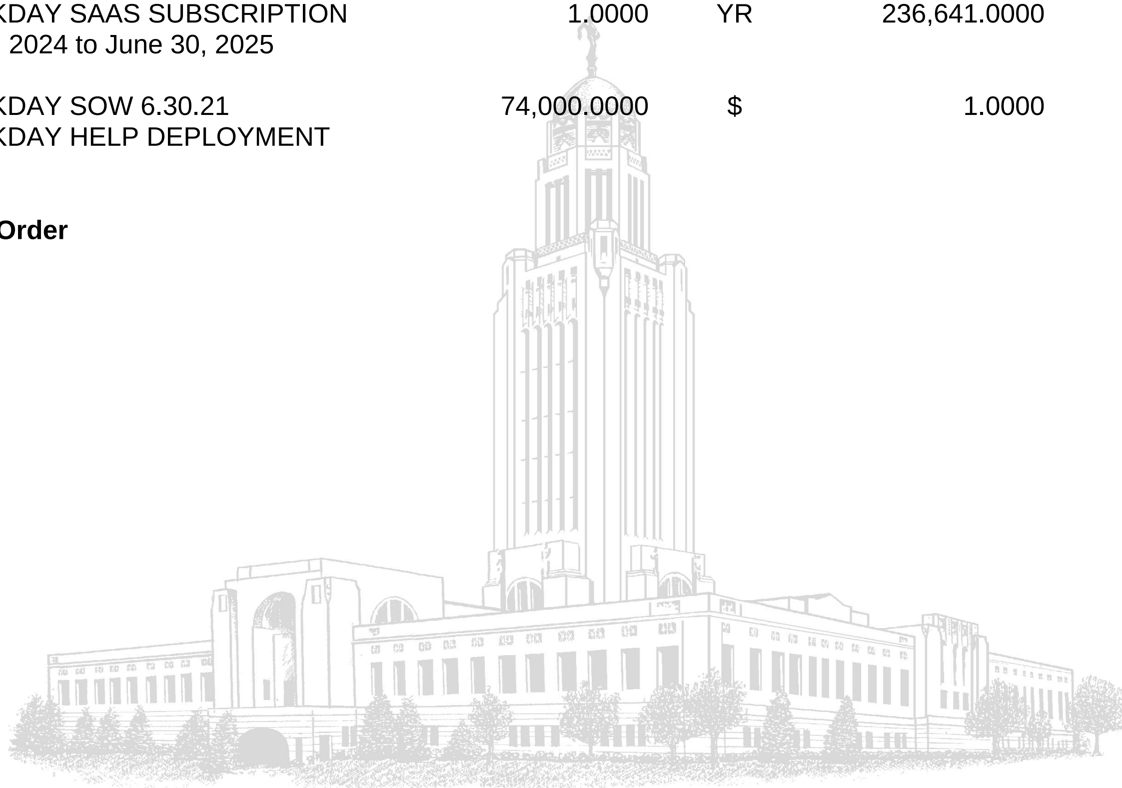
Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	06/30/21
BUSINESS UNIT 65025015	BUYER JOY FISCHER (AS)

VENDOR NUMBER: 2636931

CONTRACT NUMBER
92458 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
7	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	227,451.0000	227,451.00
8	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	232,001.0000	232,001.00
9	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	236,641.0000	236,641.00
10	WORKDAY SOW 6.30.21 WORKDAY HELP DEPLOYMENT	74,000.0000	$	1.0000	74,000.00
	Total Order				**6,377,608.00**



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JF

BUYER INITIALS

ADDENDUM ONE
Contract 92458 O4
Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services for the State of Nebraska
Between
The State of Nebraska and Precision Task Group, Inc.

This Addendum (the "Addendum") is made by the State of Nebraska and Precision Task Group, Inc. (the "Contractor") parties to Contract 92458 O4 (the "Contract") and upon mutual agreement and other valuable consideration, the parties agree to and hereby amend the contract upon execution as follows:

Lines 6-10 will be added;

Line No.	Description	Quantity	UOM	Unit Price	Extended Price
6	WORKDAY SAAS SUBSCRIPTION JUNE 30, 2021 TO JUNE 30, 2022	1	YR	183,367.0000	183,367.00
7	WORKDAY SAAS SUBSCRIPTION JULY 1, 2022 TO JUNE 30, 2023	1	YR	227,451.0000	227,451.00
8	WORKDAY SAAS SUBSCRIPTION JULY 1, 2023 TO JUNE 30, 2024	1	YR	232,001.0000	232,001.00
9	WORKDAY SAAS SUBSCRIPTION JULY 1, 2023 TO JUNE 30, 2024	1	YR	236,641.0000	236,641.00
10	WORKDAY SOW 6.30.21 WORKDAY HELP DEPLOYMENT	74,0000.00	$	1.0000	74,000.00

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska	Contractor: Precision Task Group, Inc.
By: DocuSigned by: Amara Block 4CFF2711162A4A2...	By: DocuSigned by: Michael Baudler 264A5CA7A00948D...
Name: Amara Block	Name: Michael Baudler
Title: Interim Materiel Administrator	Title: cfo
Date: 6/30/2021	Date: 6/30/2021

PTG

Workday Help Deployment Statement of Work

THE STATE OF NEBRASKA

Submitted to:

Peter Gierasch
Critical Systems Program Director/Operations Administrator
Nebraska Department of Administration Services
1445 K Street
Lincoln, NE 68508

Submitted by:

Jeanette Garza
PTG
(713) 301.3307
jgarza@ptg.com

June 30, 2021

PTG

1. Introduction

This Statement of Work ("SOW") is entered into as of June 30, 2021 and is entered into under the terms and conditions of Contract 92458 O4 between Precision Task Group, Inc.'s ("PTG") and the State of Nebraska. The SOW outlines the anticipated scope of work to be provided by PTG for deployment services of Workday Help at the State of Nebraska ("Nebraska").

2. Background

Nebraska is seeking a Workday Partner to assist with deployment of Workday Help.

3. Scope of Services

PTG will provide Nebraska with deployment services related to the Workday Help solution.

Scope of Work

Below is the breakdown of the scope to deploy Workday Help along with the estimated hours necessary to complete said scope.

Workday Help Functionality:

- Knowledge Base
- Case Management

Knowledge Base Scope:

- No BP in scope
- Domains need to be enabled
- Create up to 3 security groups
- Create up to 5 KB Categories
- Create up to 5 KB Audiences
- Create up to 5 KB Articles

Case Management Scope:

- BP: Resolve case is in scope
- Domain needs to be enabled
- Create up to 3 Security Groups
- Create up to 3 Service Categories
- Create up to 5 Case Types
- Create up to 5 Case Routing Rules
- Create up to 3 Case Service Teams
- Configure up to 5 Case Suggestions
- Configure SLA Metrics
- Enable Help Workspace
- Enable Help Dashboard

- Configure up to 3 Case Flags
- Confidential cases out of scope but can be added in

4. Price & Hours

PTG estimates 156 hours for the Knowledge Base scope and 244 hours for the Case Management scope at a rate of $185/hour for all services listed below on a time and materials basis:

	ESTIMATED HOURS	RATE	TOTAL
KNOWLEDGE BASE SCOPE			
Enable domains	6	$185	$1,110
Create up to 3 security groups	10	$185	$1,850
Create up to 5 Knowledge Base categories	40	$185	$7,400
Create up to 5 Knowledge Base audiences	40	$185	$7,400
Create up to 5 Knowledge Base articles	60	$185	$11,100
	156		**$28,860**
CASE MANAGEMENT SCOPE			
Business Process: resolve case is in scope	6	$185	$1,110
Enable domain	6	$185	$1,110
Create up to 3 Security Groups	15	$185	$2,775
Create up to 3 Service Categories	20	$185	$3,700
Create up to 5 Case Types	50	$185	$9,250
Create up to 5 Case Routing Rules	50	$185	$9,250
Create up to 3 Case Service Teams	25	$185	$4,625
Configure up to 5 Case Suggestions	40	$185	$7,400
Configure SLA Metrics	20	$185	$3,700
Enable Help Workspace	4	$185	$740
Enable Help Dashboard	4	$185	$740
Configure up to 3 Case Flags	4	$185	$740
	244		**$45,140**
TOTAL ESTIMATE	**400**		**$74,000**

PTG

5. Assumptions

- All work will be conducted remotely with no travel to the client site.
- Scope will be implemented concurrently.
- Client will provide all existing case management items, FAQs, and job aid related to existing help and case management processes and procedures.
- Confidential cases are out of scope, however, can be added in if client requires.
- Client Project sponsor will have overall responsibility and authority for driving all Project decisions, reviewing, and approving all Deliverables, facilitating discussion and communication among the Parties as needed, and securing any required Client or third-party resources.
- Client stakeholders, Help Administrators, subject matter experts, and project leadership will be available to the Team and provide information needed to complete deliverables according to the project timeline.
- At the time of this Proposal, Workday 2021R1 is the current version of the application software. Workday anticipates releasing up to two versions annually. Schedule releases and anticipated features are subject to change. The Team will ensure compatibility with Workday 2021R1 and Workday 2021R2.
- Client will allow remote connections into the Client systems as required to meet Project requirements.
- Client will provide the Team with all forms of electronic access (system/server/network/etc.) necessary to complete all services in this proposal.
- Client agrees to make available appropriate technical and functional resources for coordination, testing and knowledge transfer.
- Client will actively participate in all decisions required for the Team to meet deadlines in a timely manner.
- Client will make good faith efforts and take reasonable actions necessary to meet all dates set forth in the project scope. Delays may impact schedule and costs.
- Client is responsible for the timely coordination of necessary internal resources.
- Client will limit sensitive information, such as PII, trade secrets, and other information it considers sensitive or confidential to the Team only to that which is necessary to perform the Project. The Team will provide Client with a list of employees to have access to Client data.

6. Confidentiality

PTG acknowledges that during the course of the performance of a Project, information of a confidential nature may be disclosed between the parties. All ERP project data and artifacts are Nebraska's intellectual property and shall be protected per Nebraska's policies.

7. Approval

IN WITNESS WHEREOF, the parties hereto have executed this SOW to be effective as of the date first above written.

STATE OF NEBRASKA

By: DocuSigned by: Peter Gierasch ____________________
2F2E275157D6486...

Name: Peter Gierasch__________________

Title: Critical Systems Program Dir/Ops Admin

Date: June 30, 2021____________________

PRECISION TASK GROUP, INC.

By: DocuSigned by: Michael Baudler ____________________
18BA6C83322745E...

Name: Michael Baudler_________

Title: CFO______________________

Date: June 30, 2021__________________

ORDER FORM # P00256615.0
Workday SaaS Subscription

Customer Name	State of Nebraska
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	June 30, 2021 through June 30, 2025
Order Term in Months	48
Currency	USD
Total Subscription Fee	**879,460**

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Agreement, invoiced upon Order Effective Date	183,367
2	Due on first anniversary of the Order Term start date	227,451
3	Due on second anniversary of the Order Term start date	232,001
4	Due on third anniversary of the Order Term start date	236,641
	Total Payment Amount	**879,460**

Baseline FSE Worker Count by SKU

SKU*	Service	June 30, 2021	July 1, 2021 – June 30, 2022	July 1, 2022 – June 30, 2025
HLP	Help	8,123	12,184	16,245

** Customer agrees that the number of FSE Workers for this service SKU will always be equal to the total number of FSE Workers for HCM, minus any Former Workers with Access.*

FSE Growth

Annual Fee per Additional FSE Worker per SKU	
HLP	14.54

Customer Contact Information

	Billing, In Care of	Customer Support	Subscriptions Contact
Contact Name	Peter Gierasch	Peter Gierasch	Peter Gierasch
Street Address City/Town, State/Region/County, Zip/Postal Code, Country	P.O. Box 94905 Lincoln, Nebraska 68509-4905 United States	PO Box 94905 Lincoln, NE 68509-4905 United States	PO Box 94905 Lincoln, NE 68509-4905 United States
Phone/Fax #	402-471-2345	402-471-2345	402-471-2345
Email (required)	Peter.gierasch@nebraska.gov	Peter.gierasch@nebraska.gov	Peter.gierasch@nebraska.gov

The Total Subscription Fee is based on the maximum indicated in the Baseline FSE Worker Count by SKU table and any use in excess of such maximum will be subject to the applicable Growth section. FSE Workers may not be decreased during the Order Term. Customer understands that the Base Subscription Fee for the Renewal Term of this Order Form is $236,641 and is incremental to the Base Subscription Fees in associated Order Form(s) #P225024.

This order form (including all of the attachments hereto, collectively this "**Order Form**") is by and between the customer entity stated above ("**Customer**") and Precision Task Group Inc., an authorized reseller of the Workday Service (as defined herein) ("**Reseller**") and is valid and binding as of the later of the dates of the parties' signatures and is subject to and governed by DIR CONTRACT NO. DIR-TSO 4242, as amended, (the "DIR Contract") and the terms of Order Form #P00225024.0, which includes the Workday SLA and Security Exhibit, the Workday SLA Service Credit Exhibit, and the Data Processing Exhibit, all of which are incorporated herein by reference (collectively, the "**SA**") entered into by the parties on September 30, 2020 (the "**Existing Order Form**"). Pursuant to the DIR Contract Sections 3.A. and 7.D., Customer and Reseller enter into these additional terms and conditions of this Order Form under the DIR Contract. The parties also agree to the terms in the attached Addenda A through H (as applicable). Workday Innovation Services related SKUs is also subject to the terms in Addendum H attached hereto (the "**IS Terms Addendum**"). In the event of a conflict between the terms of the DIR CONTRACT NO. DIR-TSO 4242 and the terms of this Order Form (including all attachments hereto), the terms of the DIR CONTRACT NO. DIR-TSO 4242 shall prevail.

NEITHER WORKDAY, INC. NOR ANY OF ITS AFFILIATES IS A PARTY TO THIS ORDER FORM OR ANY OF ITS ATTACHMENTS. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS CONTRACTING DIRECTLY WITH RESELLER AND NOTHING CONTAINED HEREIN IS INTENDED TO CREATE A DIRECT CONTRACTUAL RELATIONSHIP BETWEEN CUSTOMER AND WORKDAY, INC. OR ITS AFFILIATES OR TO CREATE ANY RIGHTS OR REMEDIES OF CUSTOMER AGAINST WORKDAY, INC. OR ITS AFFILIATES. CUSTOMER EXPRESSLY AGREES THAT (I) WORKDAY IS A THIRD-PARTY BENEFICIARY TO THIS ORDER FORM AND MAY ENFORCE ANY AND ALL PROVISIONS OF THIS ORDER FORM AGAINST THE CUSTOMER, AND (II) NEITHER CUSTOMER NOR ANY AUTHORIZED PARTY OR OTHER THIRD PARTY IS A THIRD PARTY BENEFICIARY TO ANY AGREEMENT BETWEEN WORKDAY AND RESELLER. RESELLER AND WORKDAY'S PROVISION OF THE WORKDAY SERVICE AND/OR ANY TECHNICAL SERVICES TO CUSTOMER SERVES AS CONSIDERATION FOR CUSTOMER'S OBLIGATIONS IN THESE TERMS.

For the avoidance of doubt, any Technical Services provided by Reseller or its subcontractors (including Workday) will be subject to a separate and independent Technical Services Agreement (as defined in the Existing Order Form).

In consideration of the added Workday SKUs being made available under the Order Form, the parties agree that the following product-specific Addenda are hereby added to the Order Form and incorporated herein:

a. Addendum H for Workday Innovation Services related SKUs

[Signatures on following page]

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

State of Nebraska	**Precision Task Group Inc.**
DocuSigned by: Peter Gierasch 2F2E275157B6480...	DocuSigned by: Michael Baudler 264A5CA7A00948D...
Signature	Signature
Peter Gierasch	Michael Baudler
Name	Name
Operations Administrator	cfo
Title	Title
6/30/2021	6/30/2021
Date Signed	Date Signed

ADDENDUM A
ADDITIONAL ORDER FORM TERMS

1. General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the attached SA. References to "annual" or "year" in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Workday Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the "Baseline FSE Worker Count by SKU" table ("**FSE Workers**") as described in Workday Service SKU table 1 in addition to the Full Time Equivalent Students as set forth in the "Baseline FTE Student Count for Order Term" ("**FTE Students**") as described in Workday Service SKU table 2. FSE Workers and FTE Students may not be decreased during the Order Term. In all places in the SA where the term "Authorized Parties" is used, it is agreed that Authorized Parties for use of Workday Student can include enrolled students of Customer, prospective students, applicants, parents of students, parents of applicants, former students, and alumni. The counting of FTE Students as described in Section 3 below includes only enrolled students and does not include prospective students, applicants, parents, former students, or alumni.

2. FSE Workers related to Workday Service SKU Table 1. FSE Workers are calculated by categorizing each Customer worker to one of the worker category below, multiplying the Worker number by the applicable percentage rate, and then adding totals for each category of worker.

Sample Total FSE Worker Calculation:

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
Totals:	2,600		2,138

The Workday Service may be used by Customer only for the following categories of Employees/Workers:

"**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 Workday Service.

"**Former Worker With Access**" is a former worker that continues to have access to the Workday Service through the Employee Self-Service features.

Static Records related to former Workers may be maintained in the Workday Service but shall be excluded from the calculation of FSE Workers. A "**Static Record**" is a record in the Workday Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are "**Active Records**".

3. FTE Students related to Workday Service SKU Table 2. FTE Students are calculated by mapping students to each student category below and then multiplying the number by the applicable percentage rate and then adding totals for each category of student.

Sample Total FTE Student Calculation:

Student Category	Applicable Number	Applicable Percentage	FTE Student Calculation
Full Time Equivalent Students reported to IPEDS	20,000	100%	20,000
Students not reported to IPEDS	20,000	25%	5,000
Total	40,000		25,000

"**Full Time Equivalent Students reported to IPEDS**" is the total of the Full Time Equivalent Students most recently reported to the United States Department of Education through the IPEDS survey, utilizing the higher of the IPEDS FTE calculated using the instructional hours and full-time and part-time reporting methods calculation for IPEDS FTE. In the event that the IPEDS report is discontinued or Customer ceases reporting to IPEDS, Full Time Equivalent Students reported to IPEDS shall be calculated for all students who are physically present at Customer's facilities or enrolled in a degree-seeking course with instructional hours by utilizing the most recent instructional hours IPEDS FTE calculation.

"**Students not reported to IPEDS**" is the total of individual students whose records are in active status in the Workday Service and who are not included in the IPEDS reporting.

4. Growth and Expansion.
Customer will report to subscriptions@workday.com no later than 30 days prior to the anniversary of the Order Term Start Date ("Annual Reporting Date") as provided below, as well as its IPEDS numbers for its most recent "as-of" October 15 IPEDS count date. Customer agrees to execute an order form documenting any additional fees due pursuant to this Growth and Expansion section of this Order Form.

a. FSE and FTE Student Metric Reporting

FSE and FTE Student Metric: Customer shall run a report to establish the number of Active Records for each FSE Population Category and each FTE Student as of sixty 60 days prior to each anniversary of the Order Term start date.

In addition to the reporting obligation on the Annual Reporting Date, if Customer has any one-time addition of workers (e.g., M&A) at any time during the Order Term that would increase FSE Workers and/or FTE Students by 5% or more ("Growth Event"), Customer must report the number of additional workers and/or students 30 days prior to the date the workers and/or students are added to the Service ("Growth Event Reporting Date"). In each case, Customer must report the numbers to subscriptions@workday.com and Workday will determine the extent that the reported numbers exceed FSE Workers and/or FTE Students by applying the calculation described in the FSE Calculation and Worker Category Definition section above (such excess, "Additional FSE Workers" or "Additional FTE Students").

Customer agrees to pay fees for the "Additional FSE Workers" or "Additional FTE Students" to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers or students are added to the Service after a Growth Event Reporting Date, through the subsequent anniversary date, as applicable, (each a **"Reporting Period"**) at the per FSE Workers and/or FTE Students per year FSE Expansion Rate and/or FTE Student Expansion Rate set forth in the FSE Expansion and/or FTE Student Expansion Tables below.

FSE Expansion Table

Annual Fee per Additional FSE Worker per SKU	
HLP	14.54

5. Renewal. Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing:

Renewal Term years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1 + (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous year subscription fee x (1 + (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous year subscription fee x (1 + (5% Innovation Index + Renewal Term CPI))

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

6. Additional Definitions.

"**CPI**" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

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

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

7. Service Credits. PTG will provide SLA Service Credits as set forth in the Existing Order Form.

8. Additional Terms Applicable to Workday Student Service. Workday Student is not part of the Foundation Tenant Service. Workday may introduce additional components that will be sold separately for additional fees; the subscription to Student does not include those additional, separately sold and priced components. If Workday divides the core features listed in this paragraph into separate SKUs, Customer shall receive the rights to use such separate SKUs at no additional fee. A separate Order Form may be required to document such changes. Notwithstanding the foregoing, Customer shall not receive the rights to any new or separate components of the Service that were not a part of the Service described on this Order Form and for which Workday charges its customers an additional fee. Customer understands that the ability to track information about its faculty members and other workers is delivered through the features in the Workday HCM product, which requires a separate subscription.

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

State of Nebraska	**Precision Task Group Inc.**
DocuSigned by: Peter Gierasch 2F2E275157D6486...	DocuSigned by: Michael Baudler 264A5CA7A00948D...
Signature	Signature

Peter Gierasch	Michael Baudler
Name	Name
Operations Administrator	cfo
Title	Title
6/30/2021	6/30/2021
Date Signed	Date Signed

ADDENDUM B
WORKDAY SERVICE SKU DESCRIPTIONS

Customer may use only the Workday Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

1. Help

Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases. This SKU requires customer to maintain an active subscription to Innovation Services and opt-in to the corresponding Innovation Service.

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

State of Nebraska	**Precision Task Group Inc.**
DocuSigned by: Peter Gierasch 2F2E275157D6486...	DocuSigned by: Michael Baudler 264A5CA7A00948D...
Signature	Signature
Peter Gierasch	Michael Baudler
Name	Name
Operations Administrator	cfo
Title	Title
6/30/2021	6/30/2021
Date Signed	Date Signed

ADDENDUM C
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ADDENDUM D
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ADDENDUM E
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ADDENDUM H
WORKDAY INNOVATION SERVICES TERMS AND CONDITIONS ADDENDUM

These Workday Innovation Services Terms and Conditions (these "**IS Terms**") are subject to and governed by the Order Form (inclusive of the SA and all associated Exhibits) and, except as otherwise set forth herein, apply to all Innovation Services (each, an "**Innovation Service**" and, collectively, "**Innovation Services**") offered by Workday. Unless otherwise defined herein, capitalized terms used in these IS Terms have the same meaning as set forth in the Order Form (inclusive of the SA and all associated Exhibits). The parties agree that these IS Terms apply exclusively to the use of Innovation Services and IS Data (each as defined below) and do not otherwise amend the terms of the Order Form (inclusive of the SA and all associated Exhibits). Notwithstanding anything to the contrary in the Order Form (inclusive of the SA and all associated Exhibits) and solely with respect to the Innovation Services provided hereunder, in the event of a conflict, the provisions of these IS Terms shall take precedence over provisions of the body of the Order Form (inclusive of the SA and all associated Exhibits) and over any other exhibit or attachment. Additionally, Customer understands and agrees that "Appendix A, Section 6. Product Terms and Conditions" of the DIR Contract does not apply to any Innovation Services dependent SKUs. Instead, Customer acknowledges that Workday will make good faith, commercially reasonable efforts to develop an Accessibility roadmap for the foregoing products that align with Workday's current product development approach for Accessibility generally. In addition, at Customer's request during the Term, Workday agrees to meet with Customer to discuss Workday's ongoing plans regarding Accessibility and Workday's product plans. Customer will submit a meeting request through Workday's support case management system and Customer and Workday will meet to discuss.

1. **For Purposes of these IS Terms:**

   "**Customer Results**" means, with respect to any Innovation Service, any and all analytics, trends, analyses, processes, aggregations, reports and results from the enhancement and optimization of IS Data by Innovation Services; provided that Workday Results shall never be classified as Customer Results;

   "**Workday Results**" means, with respect to any Innovation Service, any and all analytics, trends, analyses, processes, aggregations, reports and results from the enhancement and optimization of IS Data by Innovation Services that have been de-identified; and

   "**Results**" means, collectively, Customer Results and Workday Results.

2. **Innovation Services.** Subject to these IS Terms and the applicable service description posted on Workday's Community site (each, a "**Service Description**"), Customer may access and use Innovation Services to enhance and optimize Customer's experience with the Service (or such equivalent term in the Order Form (inclusive of the SA and all associated Exhibits)). Customer determines which Innovation Service(s) to participate in by actively enabling such Innovation Service(s) inside its Tenant ("**IS Enablement**"). Unless otherwise indicated in a Service Description or agreed in an Order Form, all Innovation Services are part of the Service, will be delivered with no additional fees to the Customer, and will be provided in English only.

3. **Innovation Services Data.** In these IS Terms, the data that Customer contributes to Innovation Services is referred to as "**IS Data**". An explanation of what IS Data must be contributed in order to utilize a specific Innovation Service is included in the applicable Service Description. IS Data is not considered Customer Data or a derivative of such (or such equivalent term in the Order Form (inclusive of the SA and all associated Exhibits)) but will be protected as Confidential Information under the Order Form (inclusive of the SA and all associated Exhibits) and protected as described in these IS Terms, the Workday Universal Security Exhibit in Exhibit A, and the Workday Universal DPE in Exhibit C. IS Data will be used by Workday only in accordance with the applicable Service Description, these IS Terms, and the Order Form (inclusive of the SA and all associated Exhibits). Customer has no obligation to contribute IS Data but Customer's right to participate in any specific Innovation Service(s) and receive Results (as defined above) is conditioned on Customer contributing IS Data. Customer can stop contributing IS Data at any time through the IS Enablement process (by disabling a specific Innovation Service). IS Data shall not be sold to third parties.

4. Workday Obligations. Workday shall not use IS Data except to (i) provide and improve Innovation Services, (ii) generate Results, (iii) prevent or address service or technical problems, and (iv) verify Service Improvements, each in accordance with these IS Terms and the Documentation (as defined in the Order Form (inclusive of the SA and all associated Exhibits)), or in accordance with Customer's instructions.

5. Customer Obligations. Customer is responsible for obtaining and verifying it has all authorizations, consents, and rights necessary to utilize Innovation Services and contribute IS Data in accordance with these IS Terms, each Service Description and applicable Law. Customer shall not contribute IS Data that contains Protected Health Information as defined in 45 C.F.R. §160.103 ("**PHI**") if such contribution is prohibited under the applicable Service Description.

6. Proprietary Rights and Licenses.

6.1. Subject to these IS Terms, Workday grants Customer a non-exclusive, non-transferable license to access and use the Innovation Services, including, if applicable, any third-party content Workday makes available to Customer through any Innovation Service ("**IS Content**") and Results, solely for the internal business purposes of Customer and its Affiliates, to the extent included in Customer's current subscription to Service applications.

6.2. Subject to these IS Terms, Customer grants Workday a worldwide, royalty-free, fully-paid up license with the right of sublicense to any Subprocessor (as defined in the Workday Universal DPE) to use, reproduce, display, translate, adapt (including to modify and make derivative works), distribute, import, and format IS Data for the purposes set forth in the Workday Obligations Section above. As between the parties, Customer owns all IS Data and Customer Results and Workday and its licensors own the Innovation Services, IS Content, and all Workday Results.

7. Security. For each Innovation Service, Workday has implemented and will maintain appropriate technical and organizational measures designed to protect IS Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to, as set forth in the Workday Universal Security Exhibit (the "**Workday Universal Security Exhibit**") which is incorporated into these IS Terms by this reference. Unless otherwise set forth in a Service Description, Innovation Services are not in scope for Workday's third-party audit reports (i.e., SOC1, SOC2, ISO Certification).

8. Data Processing Terms. All Personal Data (as defined in the Workday Universal DPE) will be processed in accordance with the Workday Universal Data Processing Exhibit (the "**Workday Universal DPE**") which is incorporated into these IS Terms by this reference. Workday's EU Access Policy does not apply to Innovation Services unless the applicable Service Description indicates otherwise.

9. Deletion of IS Data. At its discretion, Customer may elect to stop contributing IS Data at any time by disabling specific Innovation Service(s) through the IS Enablement process or through Data Selection (as set forth in any applicable Service Description). In the event Customer disables Innovation Service(s) through the IS Enablement process, Workday will delete any such IS Data within thirty (30) days subject to any return or retrieval rights set forth in a Service Description.

10. Term, Termination, Suspension. Notwithstanding anything to the contrary in the Order Form (inclusive of the SA and all associated Exhibits) to which this Addendum is attached, unless earlier terminated as provided herein, these IS Terms shall commence on the Order Effective Date and continue through the end of the term of the Order Form (inclusive of the SA and all associated Exhibits). Unless otherwise set forth in a Service Description and excluding Innovation Services that are required for a SKU which Customer has purchased, Workday may terminate any Innovation Service for convenience by providing at least thirty (30) days' prior notice which may be provided by a general announcement via Community. Customer may terminate its use of any Innovation Service for convenience at any time by disabling such Innovation Service through IS Enablement or Customer may terminate these IS Terms by providing Workday with formal written notice pursuant to the Order Form (inclusive of the SA and all associated Exhibits) with a copy by email to legal@workday.com and legal@ptg.com, and such notice will be effective thirty (30) days after Workday's receipt of the notice. Except in the event that funds are not appropriated, Customer understands and agrees that in the event Customer has purchased a SKU which requires Innovation Services capabilities, termination of these IS Terms will not result in a refund of fees paid or nonpayment of fees payable for the applicable SKU. Upon any termination of an Innovation Service, as of the effective date of such termination, Customer may no longer have access to such Innovation Service, and related IS Data and Results. Workday may suspend Customer's access to any Innovation Service at any time in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Innovation Service.

11. Miscellaneous. No uncured breach of these IS Terms by either party will give rise to a termination right under the Order Form (inclusive of the SA and all associated Exhibits). Workday is not required to escrow third party source code that is used in the Innovation Services. Workday may modify Service Descriptions from time to time provided that Workday does not materially diminish the applicable security and privacy commitments as set forth in these IS Terms. Workday will provide notice of any change to a Service Description through Community and any change will not go into effect until thirty (30) days after such notice.

ADDENDUM I
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STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 1	09/30/20
BUSINESS UNIT 65025015	BUYER NANCY STORANT (AS)

CONTRACT NUMBER
92458 O4

VENDOR NUMBER: 2636931

VENDOR ADDRESS:

PRECISION TASK GROUP INC
9801 WESTHEIMER RD STE 803
HOUSTON TX 77042-3956

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 30, 2020 THROUGH JUNE 30, 2025

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from State of Texas Department of Information Resources Master Agreement #DIR-TSO-4242

Contract to supply and deliver Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services to the State of Nebraska as per the attached specifications for the period September 30, 2020 through June 30, 2025.

Vendor Contact: Michael Baudler
Phone: 281-804-3980
E-Mail: Michael.baudler@ptg.com

(9/30/20 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	WORKDAY SAAS SUBSCRIPTION September 30, 2020 to June 30, 2021	1.0000	YR	562,968.0000	562,968.00
2	WORKDAY SAAS SUBSCRIPTION July 1, 2021 to June 30, 2022	1.0000	YR	815,000.0000	815,000.00
3	WORKDAY SAAS SUBSCRIPTION July 1, 2022 to June 30, 2023	1.0000	YR	815,000.0000	815,000.00
4	WORKDAY SAAS SUBSCRIPTION July 1, 2023 to June 30, 2024	1.0000	YR	1,603,993.0000	1,603,993.00
5	WORKDAY SAAS SUBSCRIPTION July 1, 2024 to June 30, 2025	1.0000	YR	1,627,187.0000	1,627,187.00
	Total Order				**5,424,148.00**

BUYER

9/30/2020

MATERIEL ADMINISTRATOR

PARTICIPATING ADDENDUM

Interlocal Cooperation Contract for Information Resources Technologies
Administered by the State of Texas, Department of Information Resources

MASTER AGREEMENT
Master Agreement No: DIR-TSO-4242
Precision Task Group, Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 92458 O4

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:

https://statecontracts.nebraska.gov/

Contractor may request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE /CONTRACT IS PROPRIETARY. COSTS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, and authorize others to use the documents, or otherwise use the Contract or other documents received with regard to the Contract. Contractor specifically waives any copyright or other protection the Contract or other documents may have. This reservation and waiver is a prerequisite for entering into this Contract.

Contractor agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the Contract or documents.

PARTICIPATING ADDENDUM
Interlocal Cooperation Contract for Information Resources Technologies
Administered by the State of Texas, Department of Information Resources

MASTER AGREEMENT
Master Agreement No: DIR-TSO-4242
Precision Task Group, Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 92458 O4

I. TERMS AND CONDITIONS

A. Contract period: September 30, 2020 through June 30, 2025 or in accordance with the term of the Master Agreement, whichever ends sooner, with the options to renew or extend in accordance with the Master Agreement.

B. DOCUMENTS/ORDER OF PRECEDENCE
The Contract shall incorporate the following documents:

1. This Participating Addendum
2. Master Agreement DIR-TSO-4242
3. Amendments/Addendums.
4. The Solicitation
5. Contractor's Response to the Solicitation

These documents constitute the entirety of the Contract.

By incorporation of the Master Agreement in the Contract, the Master Agreement shall be read as being entered into by the State of Nebraska and interpreted consistent with Nebraska state law. These documents constitute the entirety of the Contract.

Unless otherwise specifically stated in a future Contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or addendum to the executed Participating Addendum with the most recent dated amendment or addendum having the highest priority, 2) executed Participating Addendum and any attached Addenda, 3) executed Master Agreement and any Addendum, 4) Statement of Work, 5) the Solicitation, and 6) Contractor's Response to the Solicitation.

Any ambiguity or conflict in the Contract discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Contract interpretation as established in the State of Nebraska.

C. NOTIFICATION
Contractor and State shall identify the Contract manager who shall serve as the point of contact for the executed Contract.

Communications regarding the executed Contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

PARTICIPATING ADDENDUM
Interlocal Cooperation Contract for Information Resources Technologies
Administered by the State of Texas, Department of Information Resources

MASTER AGREEMENT
Master Agreement No: DIR-TSO-4242
Precision Task Group, Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 92458 O4

Vendor Contract Manager Michael Baudler
Vendor Precision Task Group, Inc.
Vendor Street Address 9801 Westheimer Road, Suite 803
Vendor City, State, Zip Houston, Texas 77042

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

D. GOVERNING LAW

Notwithstanding any other provision of this Contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.
The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

PARTICIPATING ADDENDUM
Interlocal Cooperation Contract for Information Resources Technologies
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MASTER AGREEMENT
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No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

*****Supplier will not substitute any item that has been awarded without prior written approval of SPB*****

H. NOTICE OF POTENTIAL CONTRACTOR BREACH
If Contractor breaches the Contract or anticipates breaching the Contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. BREACH
Either Party may terminate the Contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment due to the lack of full appropriation shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

J. NON-WAIVER OF BREACH
The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

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K. SEVERABILITY
If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

L. SELF-INSURANCE & INDEMNIFICATION

1. SELF-INSURANCE (Statutory)
The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

2. ATTORNEY GENERAL'S AUTHORITY
The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of an indemnity clause is subject to the statutory authority of the Attorney General.

M. ATTORNEY'S FEES
In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

N. ASSIGNMENT, SALE, OR MERGER
Either party may assign the Contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the Contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the Contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this Contract and perform all obligations of the Contract.

O. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE
The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this Contract. The terms and conditions, including price, of the Contract may not be amended. The State shall not be contractually obligated or liable for any Contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this Contract. The terms and conditions, including price, of this Contract shall apply to any such Contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall

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not be contractually or otherwise obligated or liable under any Contract entered into pursuant to this clause. The State shall be notified if a Contract is executed based upon this Contract.

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P. EARLY TERMINATION

The Contract or Purchase Order(s) may be terminated in the same manner as described in the Master Agreement DIR-TSO-4242, except that in no event shall Texas law apply to this Contract or a purchase order by the State of Nebraska. Nothing in this Contract shall prevent the State of Nebraska from terminating this Contract or a purchase order, without penalty or liability, in the event that funding is no longer available.

Additionally, the State may terminate the contract immediately for the following reasons:

a. if directed to do so by statute;
b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

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II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

The Contractor is solely responsible for fulfilling the Contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Contract. The personnel the Contractor uses to fulfill the /Contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the Contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the Contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any Contract with a sub-contractor does not conflict with the terms and conditions of this Contract.

The Contractor shall include a similar provision, for the protection of the State, in the Contract with any Subcontractor engaged to perform work on this Contract.

B. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Suppliers must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Supplier who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: http://das.nebraska.gov/materiel/purchasing.html. This must be accomplished prior to execution of the Contract.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any Contract resulting from this ITB.

E. COOPERATION WITH OTHER CONTRACTORS

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this Contract.

F. PERMITS, REGULATIONS, LAWS

The Contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the Contract. The

Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Contract.

G. INSURANCE REQUIREMENTS

Contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the Contract until the insurance is in place. If Contractor subcontracts any portion of the Contract/Contract the Contractor must, throughout the term of the Contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2 years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice) Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	

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MANDATORY COI LIABILITY WAIVER LANGUAGE
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. State of Nebraska shall be included as additionally insured."

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. **EVIDENCE OF COVERAGE**
The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

State Purchasing Bureau
Attn: Nancy Storant
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. **DEVIATIONS**
The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. **NOTICE OF POTENTIAL CONTRACTOR BREACH**
If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

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I. ANTITRUST
The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST
By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

K. STATE PROPERTY
The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS
The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

M. ADVERTISING
The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)
Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

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O. DRUG POLICY
Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

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III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT
Neb. Rev. Stat. §§ 73-501 through 73-509 states, ". . . payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES
Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL
Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT (Statutory)
State will render payment to Contractor within forty-five (45) calendar days after the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section § 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services

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F. LATE PAYMENT (Statutory)
The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)
The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)
The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one half of one (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

To the extent permitted by Nebraska law, such right to audit shall not extend to or require on-site audits of Workday, Inc.'s operations or third-party hosting facilities, disclosure of any confidential information of any other Workday, Inc. customer or disclosure of Workday, Inc.'s payroll records or other financial records not related to Service fees invoiced to Customer.

PARTICIPATING ADDENDUM
Interlocal Cooperation Contract for Information Resources Technologies
Administered by the State of Texas, Department of Information Resources

MASTER AGREEMENT
Master Agreement No: DIR-TSO-4242
Precision Task Group, Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 92458 O4

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Precision Task Group, Inc.
By: DocuSigned by: Doug Carlson	By: DocuSigned by: Michael Baudler
Name: Doug Carlson	Name: Michael Baudler
Title: Materiel Administrator	Title: CFO
Date: September 30, 2020	Date: September 30, 2020

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IMPORTANT NOTICE: **Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the ITB, and the successful Bidder's bid or response will be posted to a public website managed by DAS, which can be found at:**

https://statecontracts.nebraska.gov/

Contractor may request that proprietary information be excluded from the posting. The Contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE CONTRACTOR MAY NOT ASSERT THAT THE ENTIRE /CONTRACT IS PROPRIETARY. COSTS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the Contractor will be informed. It will be the Contractor's responsibility to defend the Contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, and authorize others to use the documents, or otherwise use the Contract or other documents received with regard to the Contract. Contractor specifically waives any copyright or other protection the Contract or other documents may have. This reservation and waiver is a prerequisite for entering into this Contract.

Contractor agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the Contract or documents.

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I. TERMS AND CONDITIONS

A. Contract period: September 30, 2020 through June 30, 2025 or in accordance with the term of the Master Agreement, whichever ends sooner, with the options to renew or extend in accordance with the Master Agreement .

B. **DOCUMENTS/ORDER OF PRECEDENCE**
The Contract shall incorporate the following documents:

1. This Participating Addendum
2. Master Agreement DIR-TSO-4242
3. Amendments/Addendums.
4. The Solicitation
5. Contractor's Response to the Solicitation

These documents constitute the entirety of the Contract.

By incorporation of the Master Agreement in the Contract, the Master Agreement shall be read as being entered into by the State of Nebraska and interpreted consistent with Nebraska state law. These documents constitute the entirety of the Contract.

Unless otherwise specifically stated in a future Contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or addendum to the executed Participating Addendum with the most recent dated amendment or addendum having the highest priority, 2) executed Participating Addendum and any attached Addenda, 3) executed Master Agreement and any Addendum, 4) Statement of Work, 5) the Solicitation, and 6) Contractor's Response to the Solicitation.

Any ambiguity or conflict in the Contract discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Contract interpretation as established in the State of Nebraska.

C. **NOTIFICATION**
Contractor and State shall identify the Contract manager who shall serve as the point of contact for the executed Contract.

Communications regarding the executed Contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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Vendor Contract Manager Michael Baudler
Vendor Precision Task Group, Inc.
Vendor Street Address 9801 Westheimer Road, Suite 803
Vendor City, State, Zip Houston, Texas 77042

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

D. GOVERNING LAW

Notwithstanding any other provision of this Contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.
The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the ITB. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The State or Contractor may prepare a written description of the work required due to the change and the Contractor shall prepare an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's bid, were foreseeable, or result from difficulties with or failure of the Contractor's bid or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period, the State reserves the right to amend this contract to include the alternate product at the same price.

*****Supplier will not substitute any item that has been awarded without prior written approval of SPB*****

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the Contract or anticipates breaching the Contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the Contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. BREACH

Either Party may terminate the Contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment due to the lack of full appropriation shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

J. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

K. SEVERABILITY
If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

L. SELF-INSURANCE & INDEMNIFICATION

1. SELF-INSURANCE (Statutory)
The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

2. ATTORNEY GENERAL'S AUTHORITY
The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of an indemnity clause is subject to the statutory authority of the Attorney General.

M. ATTORNEY'S FEES
In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

N. ASSIGNMENT, SALE, OR MERGER
Either party may assign the Contract upon mutual written agreement of the other party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the Contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the Contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this Contract and perform all obligations of the Contract.

O. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE
The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145, to use this Contract. The terms and conditions, including price, of the Contract may not be amended. The State shall not be contractually obligated or liable for any Contract entered into pursuant to this clause.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this Contract. The terms and conditions, including price, of this Contract shall apply to any such Contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any Contract entered into pursuant to this clause. The State shall be notified if a Contract is executed based upon this Contract.

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P. EARLY TERMINATION

The Contract or Purchase Order(s) may be terminated in the same manner as described in the Master Agreement DIR-TSO-4242, except that in no event shall Texas law apply to this Contract or a purchase order by the State of Nebraska. Nothing in this Contract shall prevent the State of Nebraska from terminating this Contract or a purchase order, without penalty or liability, in the event that funding is no longer available.

Additionally, the State may terminate the contract immediately for the following reasons:

a. if directed to do so by statute;
b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

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II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

The Contractor is solely responsible for fulfilling the Contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Contract. The personnel the Contractor uses to fulfill the /Contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the Contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the Contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any Contract with a sub-contractor does not conflict with the terms and conditions of this Contract.

The Contractor shall include a similar provision, for the protection of the State, in the Contract with any Subcontractor engaged to perform work on this Contract.

B. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)
All Suppliers must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Supplier who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available on the DAS website at: http://das.nebraska.gov/materiel/purchasing.html. This must be accomplished prior to execution of the Contract.

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)
The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Contract. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any Contract resulting from this ITB.

E. COOPERATION WITH OTHER CONTRACTORS
Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on the same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this Contract.

F. PERMITS, REGULATIONS, LAWS
The Contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the Contract. The

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Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Contract.

G. INSURANCE REQUIREMENTS

Contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Accord Form (COI) verifying the coverage. The Contractor shall not commence work on the Contract until the insurance is in place. If Contractor subcontracts any portion of the Contract/Contract the Contractor must, throughout the term of the Contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;

2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,

3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2 years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory**. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	

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MASTER AGREEMENT
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Precision Task Group, Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 92458 O4

MANDATORY COI LIABILITY WAIVER LANGUAGE
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. State of Nebraska shall be included as additionally insured."

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, prior to beginning work and upon, a certificate of insurance coverage complying with the above requirements to the attention of:

State Purchasing Bureau
Attn: Nancy Storant
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the ITB number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

PARTICIPATING ADDENDUM
Interlocal Cooperation Contract for Information Resources Technologies
Administered by the State of Texas, Department of Information Resources

MASTER AGREEMENT
Master Agreement No: DIR-TSO-4242
Precision Task Group, Inc.
(hereinafter "Contractor")
And
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I. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

J. CONFLICT OF INTEREST

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this ITB or project.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

K. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

L. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

M. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

PARTICIPATING ADDENDUM
Interlocal Cooperation Contract for Information Resources Technologies
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O. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

PARTICIPATING ADDENDUM
Interlocal Cooperation Contract for Information Resources Technologies Administered by the State of Texas, Department of Information Resources

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III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT
Neb. Rev. Stat. §§ 73-501 through 73-509 states, ". . . payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES
Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL
Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

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E. PAYMENT (Statutory)
State will render payment to Contractor within forty-five (45) calendar days after the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section § 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services

PARTICIPATING ADDENDUM
Interlocal Cooperation Contract for Information Resources Technologies Administered by the State of Texas, Department of Information Resources

MASTER AGREEMENT
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F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one half of one (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

To the extent permitted by Nebraska law, such right to audit shall not extend to or require on-site audits of Workday, Inc.'s operations or third-party hosting facilities, disclosure of any confidential information of any other Workday, Inc. customer or disclosure of Workday, Inc.'s payroll records or other financial records not related to Service fees invoiced to Customer.

PARTICIPATING ADDENDUM

Interlocal Cooperation Contract for Information Resources Technologies
Administered by the State of Texas, Department of Information Resources

MASTER AGREEMENT
Master Agreement No: DIR-TSO-4242
Precision Task Group, Inc.
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State/Entity")

Participating State Contract Number 92458 O4

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor: Precision Task Group, Inc.
By: DocuSigned by: Doug Carlson 2F2225561E3A4CA...	By: DocuSigned by: Michael Baudler 18BA6C833227455...
Name: Doug Carlson	Name: Michael Baudler
Title: Materiel Administrator	Title: CFO
Date: September 30, 2020	Date: September 30, 2020

ORDER FORM # P00225024.0
Workday SaaS Subscription

Customer Name	State of Nebraska
Order Effective Date	The later of the dates of the parties' signatures below
Order Term	September 30, 2020 through June 30, 2025
Order Term in Months	57
Currency	USD
Total Subscription Fee	5,424,148

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the Agreement, invoiced upon Order Effective Date	562,968
2	Due on July 1, 2021	815,000
3	Due on July 1, 2022	815,000
4	Due on July 1, 2023	1,603,993
5	Due on July 1, 2024	1,627,187
	Total Payment Amount	5,424,148

Customer's Baseline FSE Worker Count by SKU for Order Term				
SKU	**Service**	**September 30, 2020 – June 30, 2021**	**July 1, 2021 – June 30, 2022**	**July 1, 2022 – June 30, 2025**
HCM	Human Capital Management	8,123	12,184	16,245
CCB*	Cloud Connect for Benefits	8,123	12,184	16,245
CCTPP**	Cloud Connect for Third Party Payroll	8,123	12,184	16,245

*Customer agrees that the number of Additional FSE Workers for the Workday Service SKU will always be equal to the then-current number of Additional FSE Workers for HCM minus Former Workers with Access.
**Customer agrees that at all times, the aggregate total number of Additional FSE Workers for Payroll for all Workday Payroll applications and Cloud Connect for Third Party Payroll must be equal to the then-current number of Permitted FSE Workers for HCM minus Former Workers with Access.

Annual Fee per Additional FSE Worker per SKU	
HCM, CCB, CCTPP *(combined)*	83.60

Number of Named Support Contacts*	6

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

Tenant Base Name*	state.ne.us

*Tenant Base Name is the naming convention that will be used in all of the Tenant URLs provided by Workday, which shall remain constant.

Customer Contact Information	Billing	Customer Support
Contact Name	Doug Carlson	Doug Carlson

Street Address City/Town, State/Region/County, Zip/Postal Code Country	P.O. Box 94905 Lincoln, Nebraska 68509-4905 United States	P.O. Box 94905 Lincoln, Nebraska 68509-4905 United States
Phone/Fax #	402-471-0972	402-471-0972
Email (required)	doug.carlson@nebraska.gov	doug.carlson@nebraska.gov

This order form (including all of the attachments hereto, collectively this "**Order Form**") is by and between the customer entity stated above ("**Customer**") and Precision Task Group Inc., an authorized reseller of the Workday Service (as defined herein) ("**Reseller**") and is valid and binding as of the later of the dates of the parties' signatures and is subject to and governed by DIR CONTRACT NO. DIR-TSO 4242 and the Appendix 1 Terms of this Order Form, which include, the Workday SLA and Security Exhibit, the Workday SLA Service Credit Exhibit, and the Data Processing Exhibit, all of which are incorporated herein by reference and/or set forth in Appendix 1 hereto (collectively, the "**SA**"). The parties also agree to the terms in the attached Addenda A through D. In the event of a conflict between the terms of the DIR CONTRACT NO. DIR-TSO 4242 and the terms of this Order Form (including all attachments hereto), the terms of the DIR CONTRACT NO. DIR-TSO 4242 shall prevail.

NEITHER WORKDAY, INC. NOR ANY OF ITS AFFILIATES IS A PARTY TO THIS ORDER FORM OR ANY OF ITS ATTACHMENTS. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS CONTRACTING DIRECTLY WITH RESELLER AND NOTHING CONTAINED HEREIN IS INTENDED TO CREATE A DIRECT CONTRACTUAL RELATIONSHIP BETWEEN CUSTOMER AND WORKDAY, INC. OR ITS AFFILIATES OR TO CREATE ANY RIGHTS OR REMEDIES OF CUSTOMER AGAINST WORKDAY, INC. OR ITS AFFILIATES. CUSTOMER EXPRESSLY AGREES THAT (I) WORKDAY IS A THIRD PARTY BENEFICIARY TO THIS ORDER FORM AND MAY ENFORCE ANY AND ALL PROVISIONS OF THIS ORDER FORM AGAINST THE CUSTOMER, AND (II) NEITHER CUSTOMER NOR ANY AUTHORIZED PARTY OR OTHER THIRD PARTY IS A THIRD PARTY BENEFICIARY TO ANY AGREEMENT BETWEEN WORKDAY AND RESELLER. RESELLER AND WORKDAY'S PROVISION OF THE WORKDAY SERVICE AND/OR ANY TECHNICAL SERVICES TO CUSTOMER SERVES AS CONSIDERATION FOR CUSTOMER'S OBLIGATIONS IN THESE TERMS.

For the avoidance of doubt, any Technical Services provided by Reseller or its subcontractors (including Workday) will be subject to a separate and independent Technical Services Agreement (as defined in Appendix 1 hereto).

[Signatures on following page]

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

State of Nebraska	**Precision Task Group Inc.**
DocuSigned by: Doug Carlson 2F0225561E3A4CA...	DocuSigned by: Michael Baudler 18BA6C83322745E...
Signature	Signature
Doug Carlson	Michael Baudler
Name	Name
Materiel Administer	CFO
Title	Title
9/30/2020 | 6:25:05 PM CDT	9/30/2020 | 6:27:42 PM CDT
Date Signed	Date Signed

ADDENDUM A
ADDITIONAL ORDER FORM TERMS

1. General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the attached SA. References to "annual" or "year" in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Workday Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the "Baseline FSE Worker Count by SKU" table ("**FSE Workers**") as described in Workday Service SKU table 1 in addition to the Full Time Equivalent Students as set forth in the "Baseline FTE Student Count for Order Term" ("**FTE Students**") as described in Workday Service SKU table 2. FSE Workers and FTE Students may not be decreased during the Order Term. In all places in the SA where the term "Authorized Parties" is used, it is agreed that Authorized Parties for use of Workday Student can include enrolled students of Customer, prospective students, applicants, parents of students, parents of applicants, former students, and alumni. The counting of FTE Students as described in Section 3 below includes only enrolled students and does not include prospective students, applicants, parents, former students, or alumni.

2. FSE Workers related to Workday Service SKU Table 1. FSE Workers are calculated by categorizing each Customer worker to one of the worker category below, multiplying the Worker number by the applicable percentage rate, and then adding totals for each category of worker.

Total FSE Worker Calculation:

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	15,900	100.0%	15,900
Part-Time Employees	378	25.0%	95
Associates	1,993	12.5%	250
Former Workers with Access	0	2.5%	0
Totals:	**18,271**		**16,245**

The Workday Service may be used by Customer only for the following categories of Employees/Workers:

"**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.

"**Contingent Worker**" is a non-employee independent contractor or worker either directly engaged by Customer or employed through another entity and who is not eligible to receive employee benefits in accordance with Customer's internal standard policies.

"**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 Workday Service.

In addition, the following type of persons can be tracked in and given access to Workday but are not included in the FSE Workers count: job applicants, former employees (limited to retrieval of information related to pay and benefits and updating contact information through employee self-service features). Static Records related to former Workers may be maintained in the Workday Service but shall be excluded from the calculation of FSE Workers. A "**Static Record**" is a record in the Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are "**Active Records**"

3. FTE Students related to Workday Service SKU Table 2. FTE Students are calculated by mapping students to each student category below and then multiplying the number by the applicable percentage rate and then adding totals for each category of student.

Sample Total FTE Student Calculation:

Student Category	Applicable Number	Applicable Percentage	FTE Student Calculation
Full Time Equivalent Students reported to IPEDS	20,000	100%	20,000
Students not reported to IPEDS	20,000	25%	5,000
Total	40,000		25,000

"**Full Time Equivalent Students reported to IPEDS**" is the total of the Full Time Equivalent Students most recently reported to the United States Department of Education through the IPEDS survey, utilizing the higher of the IPEDS FTE calculated using the instructional hours and full-time and part-time reporting methods calculation for IPEDS FTE. In the event that the IPEDS report is discontinued or Customer ceases reporting to IPEDS, Full Time Equivalent Students reported to IPEDS shall be calculated for all students who are physically present at Customer's facilities or enrolled in a degree-seeking course with instructional hours by utilizing the most recent instructional hours IPEDS FTE calculation.

"**Students not reported to IPEDS**" is the total of individual students whose records are in active status in the Workday Service and who are not included in the IPEDS reporting.

4. Growth. Customer must run a report 60 days prior to each anniversary of the Order Term start date to establish the number of Active Records per SKU and report the numbers no later than 30 days prior to the anniversary of the Order Term start date ("**Annual Reporting Date**"). If Customer has any one-time addition of workers (e.g., M&A) that would increase FSE Workers by 5% or more, Customer must report the number of additional workers 30 days prior to the date the workers are added to the Workday Service ("**Growth Event Reporting Date**"). In each case, Customer must report the numbers to subscriptions@workday.com and Workday will determine the extent that the reported numbers exceed FSE Workers by applying the calculation described in Section 2 (such excess, "**Additional FSE Workers**").

Customer agrees to pay fees for the Additional FSE Workers for each SKU, in accordance with the table above, to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers are added to the Service after a Growth Event Reporting Date, through the subsequent anniversary date (each a **"Reporting Period"**) at the Annual Fee per Additional FSE Worker per SKU set forth above. If there are Additional FSE Workers for the HCM SKU, then such Additional FSE Workers shall also automatically be applicable to any SKU marked with * in the Baseline FSE Worker Count by SKU table. Customer agrees to execute an Order Form documenting the additional fees due pursuant to this section.

5. Renewal. Customer may renew its subscription for the Workday Service by notifying PTG prior to the end of the Order Term and PTG will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing upon DIR approval: Additional Renewal Terms may be negotiated by mutual written agreement of the parties.

Renewal Term years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1.05 + CPI)
2nd year of Renewal Term	Previous year subscription fee x (1.05 + CPI)
3rd year of Renewal Term	Previous year subscription fee x (1.05 + CPI)

"**Base Subscription Fee**" is **$1,393,159**. The Annual Fee per Additional FSE Worker per SKU and Annual Subscription Fee per Additional FTE Student for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fee per year in the table immediately above and averaged over the number of years in the Renewal Term. All fees for the Renewal Term will be paid in equal payments and are due by the first day of each corresponding year of the Renewal Term. If Customer wishes to procure any SKUs, FSE Workers or FTE Students 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.

"**CPI**" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

6. **Service Credits.** PTG will provide SLA Service Credits as set forth in Exhibit B to the SA.

7. **Additional Terms Applicable to Workday Student Service.** Workday Student is not part of the Lifecycle Deployment Program. Workday may introduce additional components that will be sold separately for additional fees; the subscription to Student does not include those additional, separately sold and priced components. If Workday divides the core features listed in this paragraph into separate SKUs, Customer shall receive the rights to use such separate SKUs at no additional fee. A separate Order Form may be required to document such changes. Notwithstanding the foregoing, Customer shall not receive the rights to any new or separate components of the Workday Service that were not a part of the Workday Service described on this Order Form and for which Workday charges its customers an additional fee. Customer understands that the ability to track information about its faculty members and other workers is delivered through the features in the Workday HCM product, which requires a separate subscription.

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

State of Nebraska	**Precision Task Group Inc.**
DocuSigned by: Doug Carlson 2F2D2A561E3A4CA...	DocuSigned by: Michael Baudler 18BA6C83322745E...
Signature	Signature
Doug Carlson	Michael Baudler
Name	Name
Materiel Administer	CFO
Title	Title
9/30/2020 | 6:25:05 PM CDT	9/30/2020 | 6:27:42 PM CDT
Date Signed	Date Signed

ADDENDUM B
WORKDAY SERVICE SKU DESCRIPTIONS

Customer may use only the Workday Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

1. Human Capital Management

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

2. Cloud Connect for Benefits

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

3. Cloud Connect for Third-Party Payroll

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).

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

State of Nebraska	**Precision Task Group Inc.**
DocuSigned by: Doug Carlson 252225561E3A4CA...	DocuSigned by: Michael Baudler 18BA6C33322745E...
Signature	Signature
Doug Carlson	Michael Baudler
Name	Name
Materiel Administer	CFO
Title	Title
9/30/2020 | 6:25:05 PM CDT	9/30/2020 | 6:27:42 PM CDT
Date Signed	Date Signed

ADDENDUM C

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ADDENDUM D
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APPENDIX 1
SA

These terms of use (this "**SA**", and with any other addenda attached to or referenced in Customer's order form with Reseller, collectively, these "**Terms**") apply to your use of the Workday Service as provided through Reseller. Orders for Technical Services shall be made by entering into Statement(s) of Work under the Technical Services Agreement. Customer expressly agrees that neither Customer nor any Authorized Party is a third party beneficiary to any agreement between Workday and Reseller. Reseller and Workday's provision of the Workday Service to Customer serves as consideration for Customer's obligations in these Terms.

1. Customer's Use of the Workday Service.

1.1 ***Customer Obligations***. Customer is responsible for all Authorized Party use of the Workday Service and compliance with these Terms. Customer shall: (i) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (ii) prevent unauthorized access to, or use of, the Workday Service, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (v) use the Workday Service in violation of applicable Laws; (w) in connection with the Workday Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (x) send or store Harmful Code in connection with the Workday Service; (y) interfere with or disrupt performance of the Workday Service or the data contained therein; or (z) attempt to gain access to the Workday Service or its related systems or networks in a manner not set forth in the Documentation. Customer agrees that the Workday Service will be made available solely in accordance with the Documentation.

1.2 ***Support***. Customer will receive support of the Workday Service in accordance with the Workday Production Support and Service Level Availability Policy, which may be updated by Workday from time to time. A copy of the Workday Production Support and Service Level Availability Policy in effect as of the date of the date of your agreement with the Reseller is attached hereto as Exhibit A. In the event that Workday fails to meet its uptime or response time service level goals, Customer may be entitled to compensation from Reseller in accordance with its Contract with Reseller. Customer will have a designated number of Named Support Contacts to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests.

2. Proprietary Rights.

2.1 ***Rights Related to the Workday Service***.

(a) License Grant and Reservation of Rights. Workday has granted Reseller a non-exclusive right to resell the Workday Service to Customer and to provide Customer with direct access to the features of the Workday Service and to sublicense to Customer the rights necessary to utilize the Workday Service during the applicable contract term. Subject to and conditioned on Customer's and all Authorized Parties' continued compliance with DIR Contract No. DIR-TSO-4242 and these Terms, Customer (on behalf of itself and its Authorized Parties) is hereby granted (and accepts) a non-exclusive, non-transferable, right during the Term to use the Workday Service solely for its internal business purposes within the scope of use defined in the Contract and in accordance with these Terms, the applicable Order Form, and the Documentation. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Workday Service, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly set forth herein.

(b) Restrictions. Customer shall not (i) modify, copy or create any derivative works based on the Workday Service; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Workday Service available to any third party, other than to Authorized Parties as permitted herein; (iii) frame or mirror any content forming part of the Workday Service, other than on Customer's own intranets for its own internal business purposes as permitted in these Terms; (iv) reverse engineer or decompile any portion of the Workday Service, including but not limited to, any software utilized by Workday in the provision of the Workday Service, except to the extent required by applicable Law; (v) access the Workday Service in order to build any commercially available or competitive product or service; or (vi) modify, copy or create derivative works of any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding the above, Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

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

3. Customer Data Protection and Security.

Workday designs its Workday Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer represents that it understands that its use of the Workday Service and compliance with any terms hereunder does not constitute specific compliance with any Law. Customer represents that it understands that it has an independent duty to comply with any and all Laws applicable to it. Workday's data protection practices are described in its *Security Exhibit* and *Data Processing Exhibit*, copies or which (current as of the date written thereon) are attached hereto and which may be updated by Workday from time to time without any material degradation in the overall level of protection. Workday also engages a third party auditor to produce annual SOC1 and SOC2 reports; such reports are available to Customer upon request. If Customer believes that there has likely been a Security Breach it must promptly notify Workday, in any case within 48 hours of Customer's initial discovery of such Security Breach. Additionally, Customer will reasonably assist Reseller and Workday, in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Customer shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused by it. Customer's potential recovery in the event of such breaches is as set forth in its Contract with Reseller.

4. Warranty Disclaimer.

CUSTOMER WILL RECEIVE ITS WARRANTIES RELATING TO THE WORKDAY SERVICE AND/OR ANY PROFESSIONAL SERVICES, IF ANY, DIRECTLY FROM RESELLER UNDER THE CONTRACT. EXCEPT AS MAY BE PROVIDED UNDER THE CONTRACT, THE WORKDAY SERVICE AND PROFESSIONAL SERVICES ARE PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS. WORKDAY MAKES NO WARRANTIES WHATSOEVER TO CUSTOMER OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WORKDAY SERVICE, ANY PROFESSIONAL SERVICES, AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE WORKDAY SERVICE OR PROFESSIONAL SERVICES WILL BE ERROR FREE OR UNINTERRUPTED.

5. Limitation of Liability.

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10.L. OF DIR CONTRACT NO. DIR-TSO-4242.

6. Confidentiality.

Workday's agreement with Reseller obligates Workday to protect the Confidential Information of Customer 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. Customer Data is subject to the additional confidentiality protections found in the Workday Security Exhibit (contained in Exhibit A attached hereto) and the Data Processing Exhibit (attached hereto as Exhibit C). Customer shall not disclose or use any Workday Confidential Information for any purpose outside the scope of these Terms, except with Workday's prior written permission. Customer agrees to protect Workday Confidential Information 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). If Customer is compelled by Law to disclose Workday Confidential Information, it shall promptly provide Reseller and Workday with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. If Customer discloses or uses (or threatens to disclose or use) any Workday Confidential Information in breach of confidentiality obligations hereunder, Workday shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged Customer that any other available remedies are inadequate.

7. Indemnification.

Indemnification shall be handled in accordance with Appendix A, Section 10.A. of DIR Contract No. DIR-TSO-4242.

8. Assignment.

Assignments shall be handled in accordance with Appendix A, Section 4.D. of DIR Contract No. DIR-TSO-4242.

9. Term and Termination.

9.1 Terminations shall be handled in accordance with Appendix A, Section 11.B. of DIR Contract No. DIR-TSO-4242.

9.2 **Right to Suspend or Terminate the Workday Service**. Reseller or Workday may suspend access to the Workday Service if undisputed invoices are thirty (30) days overdue. In addition, each of Customer, on the one hand, and Reseller or Workday, on the other hand, may terminate the Workday Service in the event of an undisputed material breach is not cured within thirty (30) days after notice by a party of these Terms.

9.3 **Effect of Termination**. Upon termination or expiration of these Terms, (i) all rights and licenses granted hereunder shall immediately terminate except that Workday will continue to provide the Service for the term of any Order Forms executed prior to the date of termination, unless such Order Forms are earlier terminated as provided therein; and (ii) Customer shall permanently delete all Workday Confidential Information following the termination of the applicable Order Form within a reasonable period of time.

10. Governing Law.

These Terms shall be governed exclusively by the internal laws of the State of Nebraska, without regard to its conflicts of laws rules.

11. Entire Agreement.

DIR Contract No. DIR-TSO-4242 and these Terms constitute the entire agreement with respect to use of the Workday Service and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the use of the Workday Service. No modification, amendment, or waiver of any provision of these Terms shall be effective unless made in accordance with Appendix A, Section 4.B., to DIR Contract No. DIR-TSO-4242. If any provision of these Terms 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 these Terms shall remain in effect.

12. Definitions.

"**Authorized Party(ies)**" means Customer's and its Affiliates' Employees, and third party providers who are bound by these Terms and authorized by Customer to access or receive Customer Data (i) in writing, (ii) through the Workday Service's security designation, or (iii) by system integration or other data exchange process.

"**Contract**" means the agreement between Customer and Reseller under which the Workday Service will be provided to Customer.

"**Customer Data**" means the electronic data or information submitted by Customer to the Workday Service.

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

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

"**Documentation**" means Workday's electronic and documentation, which may be updated by Workday from time to time, and which is incorporated into these Terms by this reference.

"**Employee**" means the Customer's employees, consultants, contingent workers, independent contractors, and retirees whose active business record(s) are or may be managed by the Workday Service. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees.

"**Force Majeure**" is defined in Appendix A, Section 11.C. to DIR Contract No. DIR-TSO-4242.

"**Generally Available**" means Workday's general release of the Workday Service to Customers for use in Production.

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

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

"**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, and all moral rights related thereto.

"**Law**" means any applicable law applicable to a respective party.

"**Production**" means the Customer's or an Employee's use of or Workday's written verification of the availability of the Workday Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"**Schedule**" means an agreement between the parties, substantially in the form of the Exhibit A (Statement of Work) attached to the Appendix D Services Agreement, executed by the Parties that describes the Professional Services to be performed by Workday pursuant to the Appendix D Services Agreement.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

"**Technical Services**" means Workday's implementation, configuration or consultancy service offerings in relation to the Workday Service, as further described in the Appendix D Services Agreement.

"**Workday Confidential Information**" means (i) any software utilized by Workday in the provision of the Workday Service and its respective source code; and (ii) Workday business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by Workday as "confidential" or "proprietary" or that Customer knows or should reasonably know is confidential or proprietary. Workday Confidential Information shall not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the Workday; (x) was known by Customer prior to its disclosure without breach of any obligation to Workday; (y) was independently developed by Customer without breach of any obligation owed to Workday; or (z) is received from a third party without breach of any obligation owed to Workday.

"**Workday Service**" means Workday's software-as-a-service consisting of a limited, non-exclusive, personal, and nontransferable subscription term license to access the service described in the Documentation pursuant to these Terms and for the period set forth in the Agreement. For each Customer, the Workday Service is limited only to those components for which a subscription license has been granted and fees have been paid.

IN WITNESS WHEREOF, this Appendix 1 is agreed to by the parties below and entered into as of the Order Effective Date.

State of Nebraska	**Precision Task Group Inc.**
DocuSigned by: [signature] 2F2D25661E3A4CA...	DocuSigned by: Michael Baudler 18BA6C83322745E...
Signature	Signature
Doug Carlson	Michael Baudler
Name	Name
Materiel Administer	CFO
Title	Title
9/30/2020 | 6:25:05 PM CDT	9/30/2020 | 6:27:42 PM CDT
Date Signed	Date Signed

Exhibit A

Confidential

Workday Production Support and Service Level Availability (SLA) Policy and Security Exhibit

Workday's Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Workday Master Subscription Agreement.

1. Support Terms:

Workday will provide Customer with support 24x7x365 (24 hours a day, 7 days a week, 365 days a year) in accordance with this SLA.

2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.7%.
Service Availability is calculated per month as follows:

$$\left(\frac{\text{Total – Unplanned Outage – Planned Maintenance}}{\text{Total – Planned Maintenance}}\right) \text{X } 100\% \geq 99.7\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes that the Service is not available in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 2:00 am (Eastern USA) on Saturday; monthly maintenance begins at 6:00 am (Eastern USA) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern USA) on Saturday. All times are subject to change upon thirty (30) days' notice provided at https://community.workday.com ("Workday Community") and any such change shall not lengthen the duration of the associated maintenance window.
If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.
The measurement point for Service Availability is the availability of the Production Tenants at the Workday production data center's Internet connection points. Upon Customer request not more than once per month via the Workday case management system ("Customer Center"), Workday will provide a Service Availability report.

3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least thirty (30) days' prior notice to Customer on Workday Community. Specific information and timelines for Feature Releases and Service Updates can be found on Workday Community. Feature Releases will be performed during a weekend within any Planned Maintenance.

4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in one (1) second or less and (ii) not more than 10% in two and a half (2.5) seconds or more. Service Response is the processing time of the Workday Production Tenants in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.
The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a Service Response report not more than once per month via the Customer Center.
Customers may impact their own Service Response time by launching custom reports and integrations in excess of the limits set forth in Workday Community. Workday may enforce reasonable and documented system limits to serve as guardrails for the Service where these reports and integrations negatively impact Service Response.

5. Production Data Center Disaster Recovery:

Workday will maintain a disaster recovery plan for the Workday Production Tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday Production Tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday Production Tenant becomes unavailable.
Workday will test the disaster recovery plan once every six months and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

6. Case Submittal and Reporting:

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

7. Severity Level Determination:

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

8. Support Issue Production Severity Levels - Response and Escalation:

Workday Response Commitment refers to the period of time from when Customer logs the Production case in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.
In the event of a Severity Level 1 or 2 issue, if Customer is not satisfied with the progress of the case, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday support senior management is notified and a Workday escalation manager is assigned to work with Customer until the escalation is resolved.
Severity Level 1:

- Definition: The Service is unavailable or a Service issue prevents timely payroll processing, tax payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain

invoices or creation of purchase orders, or processing of candidate applications. No workaround exists.
- Workday Response Commitment: Workday will respond within thirty (30) minutes of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

Severity Level 2:
- Definition: An issue with the Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- Workday Response Commitment: Workday will respond within one (1) hour of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

Severity Level 3:
- Definition: An issue with the Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- Workday Response Commitment: Workday will respond within four (4) hours of receipt of case.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization
- Customer Response Commitment: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 4:
- Definition: An issue with the Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- Workday Response Commitment: Workday will respond within twenty-four (24) hours of receipt of case.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

Severity Level 5 (Including Customer Care and Operations Requests):
- Definition: Non-system issues and requests such as Named Support Contact (NSC) changes, SLA report and/or general Service inquiries. Questions about product configuration and functionality should be addressed to the Workday Community.

- Workday Response Commitment: Workday will respond within twenty-four (24) hours of receipt of case.
- Resolution Commitment: Workday will respond to request. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Commitment: Customer will respond to Workday requests for additional information in a timely manner.

9. Workday Support Scope:

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Service caused by issues, errors and/or changes in Customer's information systems, customizations, and/or third-party products or services, Workday may assist Customer and its third-party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Failure to meet obligations or commitments under this SLA that are attributable to (i) Customer's acts or omissions; and (ii) force majeure events shall be excused.

10. Workday Web Services API Support:

Workday recommends using the most recent version of the Workday Web Services ("WWS") APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. Announcements surrounding the WWS APIs will be communicated through Workday Community or, for Workday Cloud Platform APIs, through the Workday Cloud Platform developer site.
Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

11. Workday Cloud Platform Support:

For customers subscribing to Workday Cloud Platform ("WCP") under an Order Form, Workday will support WCP in Production Tenants. All WCP Applications, whether created by a customer, Workday or others, are expressly not covered by this SLA. Workday will not be responsible for any Service Availability downtime or delayed Service Response times caused by use of any WCP Application(s). WCP APIs, features and services may be modified and/or deprecated by Workday in accordance with the WCP Availability Statuses posted on the Workday Cloud Platform developer site at cloud.workday.com. Use of the developer site and all materials therein is governed by the WCP Developer Program Agreement. "WCP Applications" means the customizations, add-ons, extensions and/or other software solutions developed by or for a customer using WCP developer materials.

UNIVERSAL SECURITY EXHIBIT

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

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

- Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data;
- Protect against accidental loss or destruction of, or damage to, Covered Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **<u>Security Awareness and Training</u>**. Mandatory employee security awareness and training programs, which include:
   a) Training on how to implement and comply with its information security program; and

   b) Promoting a culture of security awareness.

2. **<u>Access Controls</u>**. Policies, procedures, and logical controls:
   a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
   b) To prevent those workforce members and others who should not have access from obtaining access; and
   c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **<u>Physical and Environmental Security</u>**. Controls that provide reasonable assurance that access to physical servers at the data centers housing Covered Data is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes.
4. **<u>Security Incident Procedures</u>**. A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage or transmission of Covered Data.
5. **<u>Contingency Planning</u>**. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Covered Data or production systems that contain Covered Data.
6. **<u>Audit Controls</u>**. Technical or procedural mechanisms put in place to promote efficient and effective operations, as well as compliance with policies.
7. **<u>Data Integrity</u>**. Policies and procedures to ensure the confidentiality, integrity, and availability of Covered Data and to protect it from disclosure, improper alteration, or destruction.
8. **<u>Storage and Transmission Security</u>**. Security measures to guard against unauthorized access to Covered Data that is being transmitted over a public electronic communications network or stored electronically.
9. **<u>Secure Disposal</u>**. Policies and procedures regarding the secure disposal of tangible property containing Covered Data, taking into account available technology so that such data cannot be practicably read or reconstructed.
10. **<u>Assigned Security Responsibility</u>**. Assigning responsibility for the development, implementation, and maintenance of its information security program, including:
    a) Designating a security official with overall responsibility; and
    b) Defining security roles and responsibilities for individuals with security responsibilities.
11. **<u>Testing</u>**. Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.
12. **<u>Monitoring</u>**. Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:

a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
b) Reviewing privileged access to Workday production systems processing Covered Data; and
c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.

13. <u>Change and Configuration Management</u>. Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases processing Covered Data. Such policies and procedures include:

a) A process for documenting, testing and approving the patching and maintenance of the Covered Service;
b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
    i) Cross-site request forgery
    ii) Services scanning
    iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
    iv) XML and SOAP attacks
    v) Weak session management
    vi) Data validation flaws and data model constraint inconsistencies
    vii) Insufficient authentication
    viii) Insufficient authorization

14. <u>Program Adjustments</u>. Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:

a) Any relevant changes in technology and any internal or external threats to Workday or the Covered Data;
b) Security and data privacy regulations applicable to Workday; and
c) Workday’s own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

Exhibit B
SLA Service Credit Exhibit

If Workday fails to meet the Service Availability or Service Response minimums in a calendar month as set forth in the SLA, in any rolling six-month period (“Failure”), then as Customer’s sole and exclusive remedy, Reseller shall provide, at Customer’s request, service credits for the subscription fees paid for the applicable month for the affected Service as follows: (a) the parties shall meet to discuss possible corrective actions for the first Failure; (b) 10% of subscription fee for a second Failure; (c) 20% of subscription fee for a third Failure; and (d) 30% of subscription fee for a fourth Failure. If more than one of the above (a through d) is triggered, the greater amount for the applicable month shall apply. If there is a Failure in more than three months in any rolling six-month period, then within thirty (30) days of the most recent Failure, Customer may terminate this Agreement and Reseller shall refund Customer any prepaid fees for the affected Service that was to be provided after the effective date of termination. Credits shall be deducted from subsequent invoices for subscription fees or, upon expiration or termination of this Agreement, paid to Customer directly.

Exhibit C
Workday Data Processing Exhibit

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

1. Definitions

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

"Covered Data" means (i) Customer Data, (ii) Technical Services Data, and (iii) any other electronic data or information submitted by or on behalf of Customer to a Covered Service.
"Covered Service" means (i) any Service provided under an Order Form that specifically refers to this DPE, and/or, (ii) any Technical Services.
"Customer Audit Program" means Workday's optional, fee-based customer audit program as described in the Customer Audit Program Order Form for Covered Services.
"Data Controller" means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
"Data Processor" means the entity which Processes Personal Data on behalf of the Data Controller.
"Data Protection Laws" means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, the GDPR, and implementations of the GDPR into national law.
"Data Subject" means the person to whom the Personal Data relates.
"GDPR" means the General Data Protection Regulation (EU) 2016/679.
"Personal Data" means any Covered Data that relates to an identified or identifiable natural person.
"Personal Data Breach" means (i) a 'personal data breach' as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.
"Processing" or **"Process"** means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.
"Technical Services" means the professional or consulting services provided to Customer under a Technical Services Agreement.
"Technical Services Agreement" means any agreement between the parties for the provision of consulting or technical services, including but not limited to the following agreements or terms: the Foundation Tenant Service Terms, the Technical Services Agreement, the Delivery Assurance terms, the Technical Services Addendum, and/or the Consulting and Training Addendum and Amendment.
"**Technical Services Data**" means electronic data or information that is provided to Workday under a Technical 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 Technical Services.
"Subprocessor" means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.
"Subprocessor List" means the subprocessor list identifying the Subprocessors that are authorized to Process Personal Data for the relevant Covered Service, accessible through Workday's customer website (currently located at: https://community.workday.com).

2. Processing Personal Data

2.1 Scope and Role of the Parties. This DPE applies to the Processing of Personal Data by Workday to provide the Covered Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor.
2.2 Instructions for Processing. Workday shall Process Personal Data in accordance with Customer's documented instructions. Customer instructs Workday to Process Personal Data to provide the Covered Service in accordance with the Agreement (including this DPE). Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

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

3. Subprocessors

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

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

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

4. Rights of Data Subjects

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

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

5. Workday Personnel

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

6. Personal Data Breach

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

7. Security Program

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

8. Audit

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

9. Return and Deletion of Customer Data and Personal Data
Upon written request by Customer made prior to or upon any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service solely to allow Customer to retrieve Customer Data for a period of up to a total of sixty (60) days after such expiration or termination (the "Retrieval Period"). After such Retrieval Period, Workday will have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, delete all Customer Data by deleting Customer's Tenant; provided, however, that Workday will not be required to remove copies of the Customer Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Customer Data in accordance with this Agreement. Customer Data will be made available in a Workday-supported format mutually agreed upon between the parties (for example, CSV, delimited text or Microsoft Excel). The foregoing deletion obligation will be subject to any retention obligations imposed on Workday by Law. Additionally, during the Term of the Agreement, Customers may extract Customer Data using Workday's standard web services. Upon termination of the Covered Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

10. Additional European Terms
10.1 Privacy Shield. Workday, Inc. is self-certified to and complies with the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce and will remain certified for the term of the Agreement.
10.2 Subject-Matter, Nature, Purpose and Duration of Data Processing. Workday will Process Personal Data to provide the Covered Service. The duration of Processing Personal Data shall be for the term of the Agreement.
10.3 Types of Personal Data and Categories of Data Subjects. The types of Personal Data and categories of Data Subjects are set forth in Addendum A hereto.
10.4 Data Protection Impact Assessments and Prior Consultations. Customer agrees that, to the extent applicable, Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to carry out Customer's data protection impact assessments and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Covered Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program.

11. General Provisions

11.1 Customer Affiliates. Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.
11.2 Termination. The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.
11.3 Conflict. This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.
11.4 Customer Affiliate Enforcement. Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions**:**

> **1.1** Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
>
> **1.2** for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

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

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

ADDENDUM A

Data subjects

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

Categories of data

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

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

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

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

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

Precision Task Group, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Precision Task Group, Inc. (hereinafter "Vendor"), with its principal place of business at 9801 Westheimer #803, Houston, Texas 77042.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO-TMP-416, on February 26, 2018, for Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-416 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Workday Services Agreement; Appendix E, Workday Order Form, Appendix F, Qognify End User License Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-416, including all addenda; and Exhibit 2, DIR-TSO-TMP-416, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The initial term of this Contract shall be two (2) years commencing on the last date of approval by DIR and Vendor, with two (2) optional two-year renewals. Prior to expiration of each term, the contract will renew automatically under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Software Products, Software as a Service, and Enterprise Resource Planning Software Modules Products and Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

C. Emerging Technologies and Future Acquisitions

DIR recognizes that technology is ever-evolving and advancing. DIR reserves the right to consider the addition of emerging technology such as next generation, enhancements and upgrades for products and services that are within the scope the solicitation described in Section 1.B above. Vendor may propose such products and services throughout the term of the contract. Pricing and terms will be negotiated upon DIR acceptance. Any determination will be at DIR's sole discretion and any decision will be final. In addition, Texas DIR and Vendor may mutually agree to add future acquisitions of Vendor to the contract. Subsequent terms of the acquisition(s) and pricing will be mutually agreed upon in writing and amended under the contract.

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract three quarters percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly A Parker, CTPM, CTCM
Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 787
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: kelly.parker@dir.texas.gov

If sent to the Vendor:
Jeanette Garza
Precision Task Group, Inc.
9801 Westheimer #803
Houston, TX 77042
Phone: (713) 787-1114
Email: jeanette.garza@ptg.com

7. Software License and Service Agreements

A. Software License Agreement

1) Customers acquiring Qognify software licenses under the Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix F of this Contract. No changes to the Software License Agreement terms and conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix F; provided however, that a Customer and Vendor may agree to additional terms and conditions that do not diminish a term or condition in the Software License Agreement, or in any manner lessen the rights or protections of Customer or the responsibilities or liabilities of Vendor. Order Fulfiller shall make the Software License Agreement terms and conditions available to all Customers at all times.

2) Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

B. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer**

does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

C. Service Agreement

Services provided under this Contract shall be in accordance with the Service Agreement as set forth in Appendices D and E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor's initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer's authorized signatory.

Vendor shall not without prior written agreement from Customer's authorized signatory, require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Appendix A, Section 4.I., Data Location, is hereby amended to read as follows:

I. Data Location
Except as expressly detailed below in this section entitled Data Location, and regardless of any other provision of this Contract or its incorporated or referenced documents, whenever Vendor or Workday handle or access any Customer Data, or any derivatives from it, all of such data and derivatives shall remain, and only be accessed, always and exclusively within and from the contiguous United Sates (CONUS).

Notwithstanding the immediately foregoing provision, Vendor and Workday may provide customer service from its facilities outside of CONUS, provided that access to Customer Data and derivatives from it is limited to the types, amounts, and duration necessary to provide such service. In any event, Vendor and Workday shall not edit Customer Data or any derivatives from it in a production environment. Further, Vendor and Workday shall not copy or download any of Customer Data or derivatives from it into Vendor's or Workday's (or any other) facilities (i.e. data centers) outside of CONUS.

CUSTOMERS SHOULD EVALUATE THEIR SPECIFIC SECURITY NEEDS AND WHETHER VENDOR'S ASSETS, SERVICES, AND PRACTICES SATISFY THEM.

B. Appendix A, Section 5. Intellectual Property Matters, is hereby replaced in its entirety with the following:

5. Intellectual Property Matters
This Contract does not contemplate, authorize or support the development or acquisition of custom software products or services. If Vendor seeks to offer such products or services to DIR Customers, DIR and Vendor must amend this Contract to include such services.

C. Appendix A, Section 6. Product Terms and Conditions, is hereby amended to read as follows:

6. Product Terms and Conditions
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213**, and in the** Worldwide Web Consortium WCAG 2.0 AA **technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.**

1) Upon request, and prior to a DIR customer purchase, Vendors must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition

(Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product / service since the time of the original document completion.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.

2) Upon request, and prior to a DIR customer purchase for IT development services, Vendors must provide a completed, current, accurate, Vendor Accessibility Development Services Information Request(VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Vendor's capability or ability to produce accessible electronic and information resources.

Additionally, vendors must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

3) Upon request, and prior to a DIR customer purchase for COTS products, or IT development services Vendors must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

Also upon request, vendors must provide additional documentation that supports the information contained in the formentioned completed forms in #1,2,3. Examples may include but are not limited to executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

The accepted Workday VPAT will be considered part of the Documentation with respect to any warranty to documentation. Any discrepancies between the Workday's VPAT and the Cloud SaaS will be resolved in accordance with the warranty language in the End User Terms and Conditions.

D. Appendix A, Section 9.B.5. Accurate and Timely Submission of Reports, is hereby amended to read as follows:

5. Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

E. Appendix A, Section 10.J. Security of Premises, Equipment, Data and Personnel, is hereby amended to read as follows:

J. Security of Premises, Equipment, Data and Personnel
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

This provision applies to on-site activities and security rules related to the Customer's premises and own equipment, but not related to Workday's Cloud SaaS offering or the security of equipment owned by Workday.

F. **Appendix A, Section 10.T. Secure Erasure of Hard Disk Products and/or Services**, is hereby amended to read as follows:

T. Secure Erasure of Hard Disk Products and/or Services
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

Workday's secure deletion of data from physical storage following the end of use of such storage or end of relationship in accordance with recognized secure deletion standards will fulfill this requirement.

G. **Appendix A, Section 11.B.3., Termination for Convenience,** is hereby amended to read as follows:

3) Termination for Convenience
DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice. Customer agrees that its right hereunder this Section 11.B.3 to terminate for convenience any order for subscription-based Cloud Software as a Service is conditioned upon the Customer's payment of a termination fee of ten percent (10%) of the total fees for the remaining year(s) under the order term for the subscription-based Cloud Software as a Service order. The Customer and Vendor agree that any fees paid to Vendor prior to the Customer's election to terminate for convenience under this Section 11.B.3 are not refundable. The

Customer and PTG further agree that the consideration for the ten percent (10%) termination fee is sufficient and nothing in this Agreement shall restrict or limit this provision. This guaranty in no way restricts or limits the Customer's rights to terminate for cause or non-appropriation.

H. **Appendix A, Section 11.B.4.b., Purchase Order**, is hereby amended to read as follows:

b) Purchase Order
Customer, Vendor or Order Fulfiller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Order Form or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Order Form and the corresponding Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

I. **Appendix A, Section 11.C., Force Majeure**, is hereby amended to read as follows:

C. Force Majeure
DIR, Customer, Vendor, or Order Fulfiller may be excused from performance under the Contract for any period when performance (whether directly or by a Manufacturer, subcontractor, or supplier) is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure impacting their performance has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

J. **Appendix A, Section 7.E.1., Vendor Webpage** is hereby amended to read as follows:

1) Vendor Webpage
Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. Vendor must use a web hosting service that provides a dedicated internet protocol

(IP) address. Vendor's website must have a Secure Sockets Layer (SSL) certificate and customers must access Vendor's website using Hyper Text Transfer Protocol **Secure** (HTTPS) and it will encrypt all communication between customer browser and website. The webpage must include:

a) the products and services awarded;
b) description of product and service awarded
c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;
d) discount percentage (%) off MSRP;
e) MSRP or DIR Customer price;
f) designated Order Fulfillers and Resellers;
g) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers and Resellers;
h) instructions for obtaining quotes and placing Purchase Orders;
i) warranty policies;
j) return policies;
k) links to manufacturer Voluntary Product Accessibility Templates (VPATs) or to Vendor's web pages where VPATs can be requested for applicable products awarded;
l) the DIR Contract number with a hyperlink to the Contract's DIR webpage;
m) a link to the DIR "Cooperative Contracts" webpage; and
n) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

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This Contract is executed to be effective as of the date of last signature.

Precision Task Group, Inc.

Authorized By: **Signature on File**

Name: **Michael Baudler**

Title: **cfo**

Date: **12/13/2019**

The State of Texas, acting by and through the Department of Information Resources

Authorized By: **Signature on File**

Name: **Hershel Becker**

Title: **Chief Procurement Officer**

Date: **12/14/2019**

Office of General Counsel: **Signature on File, 12/13/2019**

Table of Contents

The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

1. Contract Scope .

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall provide the products and services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfillers and/or Reseller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

2. No Quantity Guarantees.

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and services will be procured through the Contract.

3. Definitions

A. **Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, a public safety entity, as defined by 47 U.S.C. Section 1401, or a county hospital, public hospital, or hospital district, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;

5) A local workforce development board created under Section 2308.253;

6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;

7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;

8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and

9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays, unless otherwise specified as calendar days. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.

G. Reseller – any third party approved by Vendor to sell to eligible Customers under this Contract. Vendor will flow this Contract's terms and conditions to its Resellers under his Contract, except that pricing shall be as follows: Vendor offers pricing to its Reseller(s) and such Resellers shall resell to the eligible Customers products under this Contract at or below the price(s) in Appendix C, Pricing Index, of this Contract. Resellers may receive Purchase Orders and fulfill them in their own name. All terms and conditions of this Contract shall apply to both Vendor and Reseller.

H. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).

I. State – refers to the State of Texas.

4. General Provisions.

A. Entire Agreement

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

B. Modification of Contract Terms and/or Amendments

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) DIR may amend the contract upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions.

3) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller and Reseller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any

Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer's Purchase Order and the Contract, the Contract term shall control.

4) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, price (subject to the maximum prices set forth in Appendix C), and other terms specific to their Purchase Orders under the Contract with Vendors.

C. Invalid Term or Condition

1) To the extent any term or condition in the Contract conflicts with the applicable State and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable State and/or United States law or regulation which conflicts with the Contract term or condition.

2) If one or more terms or conditions in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

D. Assignment

1) DIR may assign the Contract to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority.

2) Vendor may assign the Contract with prior written approval to a subsidiary, parent company, affiliate, or successor. Assignment of the Contract by vendor under the above terms shall require written notification by Vendor and a mutually agreed written Contract amendment.

E. Survival

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract All Purchase Orders issued and accepted by Vendor or Order Fulfiller or Reseller shall survive expiration or termination of the Contract for the term of the Purchase Order, unless the Customer terminates the Purchase Order sooner. However, regardless of the term of the Purchase Order, no Purchase Order shall survive the expiration or termination of the Contract for more than five years, unless Customer makes an express finding and justification for the longer term. The finding and justification must either be included in the Purchase Order, or referenced in it and maintained in Customer's procurement record. Rights and obligations under this Contract which by their nature should survive, including, but not limited to the DIR Administrative Fee; and any and all payment obligations invoiced prior to the termination or expiration hereof; obligations of confidentiality; and, indemnification, will remain in effect after termination or expiration hereof.

F. Choice of Law

The laws of the State shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

G. Limitation of Authority

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State or DIR.

H. Proof of Financial Stability

Either DIR or Customer may require Vendor to provide proof of financial stability prior to or at any time during the contract term.

I. Data Location

Regardless of any other provision of this Contract or its incorporated or referenced documents, all of the data for State of Texas Customers identified by the State as requiring their data to remain in the continental United States shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise. For all local governments and education customers within the State of Texas, as well as Customers outside the State of Texas' jurisdiction, the question of data location shall be at the discretion of such Customers. NOTE: CLIENTS SHOULD CONSIDER WHETHER THEY REQUIRE CONTINENTAL US-ONLY DATA LOCATION AND HANDLING AND MAKE VENDOR AWARE OF THEIR REQUIREMENTS.

5. Intellectual Property Matters

A. Definitions

1)" Work Product" means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2) "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3) "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4) "Third Party IP" means the Intellectual Property Rights of any third party that is not a party to this Contract, and that is not directly or indirectly providing any goods or services to Customer under this Contract.

5) "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder. Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertain to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

6. Product Terms and Conditions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Under Texas Government Code, Chapter 2054, Subchapter M, and DIR implementing rules, DIR state agency and Institution of Higher Education Customers must procure EIR that complies with the Accessibility Standards defined in the Texas Administrative Codes 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.0 AA technical standard as applicable, and when such products or services are available in the commercial marketplace or when such products are developed in response to procurement solicitations.

1) Upon request, and prior to a DIR customer purchase, Vendors must provide accurate Accessibility Conformance Reports (ACRs) created using the applicable sections of the Voluntary Product Accessibility Template® (VPAT®) Revised Section 508 Edition (Version 2.3 or higher) or links to ACRs located on manufacturer websites for Commercial Off the Shelf (COTS) products, including Software as a Service (SaaS), for each product or product family (as applicable) included in the submitted pricelist. Instructions on how to complete this document are included in the template itself. ACRs based on earlier versions of the VPAT® template will be accepted if such competed ACRs already exist, and there have been no changes to the product / service since the time of the original document completion.

Vendors claiming that a proposed product or family of products is exempt from accessibility requirements must specify the product(s) as such in "Notes" located in the product information section of the VPAT v.2.3 or higher, or as an additional note in the product information section of older VPAT versions of the form, specifying each exempt product or product family with a supporting statement(s) for this position.

2) Upon request, and prior to a DIR customer purchase for IT development services, Vendors must provide a completed, current, accurate, Vendor Accessiblity Development Services Information Request(VADSIR) form for non-COTS offerings (such as IT related development services, services that include user accessed, online components, etc.) which documents Vendor's capability or ability to produce accessible electronic and information resources.

Additionally, vendors must ensure that EIR Accessibility criteria are integrated into key phases of the project development lifecycle including but not limited to planning, design, development, functional testing, user acceptance testing, maintenance; and report accessibility status at key project checkpoints as defined by DIR customers.

3) Upon request, and prior to a DIR customer purchase for COTS products, or IT development services Vendors must provide a completed, current, accurate, Policy Driven Adoption for Accessibility (PDAA) for Vendor Self-Assessment.

Also upon request, vendors must provide additional documentation that supports the information contained in the formentioned completed forms in #1,2,3. Examples may include but are not limited to executed accessibility test plans and results, corrective actions plans, description of accessibility test tools, platforms, and methods, and prior work.

B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 6.B.2, below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR or a written certification that a commodity is not on DIR contract (for the limited purpose of purchasing from a local government purchasing cooperative).

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 6.B.

7. Contract Fulfillment and Promotion

A. Service, Sales and Support of the Contract

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

B. Use of Order Fulfillers and Resellers

DIR agrees to permit Vendor to utilize designated Order Fulfillers and Resellers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

1) Designation of Order Fulfillers and Resellers

a) Vendor may designate Order Fulfillers and Resellers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers and Resellers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller and Reseller information: Order Fulfiller or Reseller name, Order Fulfiller or Reseller business address, Order Fulfiller or Reseller CPA Identification Number, Order Fulfiller or Reseller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller or Reseller participation or request that Vendor name additional Order Fulfillers and Resellers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' and Resellers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and Resellers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and Resellers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers and Resellers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller or Reseller from participating in other procurement opportunities offered through DIR.

2) Changes in Order Fulfiller and Reseller List

Vendor may add or delete Order Fulfillers and Resellers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers and Resellers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers and Reseller information listed in Section 7.B.1.a above.

3) Order Fulfiller and Reseller Pricing to Customer

Order Fulfiller and Reseller pricing to the Customer shall comply with the Customer price as stated within Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee. This pricing shall only be offered by Order Fulfillers and Resellers to Customers for sales that pass through the Contract.

C. Product Warranty and Return Policies

Order Fulfiller and Reseller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

D. Customer Site Preparation

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller or Reseller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

E. Internet Access to Contract and Pricing Information

1) Vendor Webpage

Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. Vendor must use a web hosting service that provides a dedicated internet protocol (IP) address. Vendor's website must have a Secure Sockets Layer (SSL) certificate and customers must access Vendor's website using Hyper Text Transfer Protocol **Secure** (HTTPS) and it will encrypt all communication between customer browser and website. The webpage must include:

a) the products and services awarded;

b) description of product and service awarded

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP;

e) MSRP or DIR Customer price;

f) designated Order Fulfillers and Resellers;

g) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers and Resellers;

h) instructions for obtaining quotes and placing Purchase Orders;

i) warranty policies;

j) return policies;

k) links to manufacturer Voluntary Product Accessibility Template (VPAT) for applicable products awarded;

l) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

m) a link to the DIR "Cooperative Contracts" webpage; and

n) the DIR logo in accordance with the requirements of this Section.

If Vendor does not meet the webpage requirements listed above, DIR may cancel the contract without penalty.

2) Accurate and Timely Contract Information

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

3) Webpage Compliance Checks

Periodic compliance checks of the information posted for the Contract on Vendor's webpage will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this webpage is compliant with the pricing as stated in the Contract.

4) Webpage Changes

Vendor hereby consents to a link from the DIR website to Vendor's webpage in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to suspend, terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link suspension, termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

5) Use of Access Data Prohibited

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

6) Responsibility for Content

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

F. DIR Logo

Vendor and Order Fulfiller and Reseller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller or Reseller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

G. Vendor and Order Fulfiller and Reseller Logo

If DIR receives Vendor's or Order Fulfiller's or Reseller's prior written approval, DIR may use the Vendor's and Order's Fulfiller's and Reseller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's or Reseller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller's or Reseller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller and Reseller.

H. Trade Show Participation

At DIR's discretion, Vendor and Order Fulfillers and Resellers may be required to participate in no more than two DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's and Reseller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers and Resellers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's and Reseller's booth.

I. Orientation Meeting

Within thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers and Resellers will be required to attend an orientation meeting to discuss the content and procedures of the Contract to include reporting requirements. DIR, at its discretion, may waive the orientation requirement for Vendors who have previously held DIR contracts. The meeting will be held in the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference or by webinar, at DIR's discretion. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers and Resellers for attendance at the meeting.

J. Performance Review Meetings

DIR may require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract, at DIR's discretion. The meetings may be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor or by teleconference. DIR shall bear no cost for the time and travel of the Vendor for attendance at the meeting.

K. DIR Cost Avoidance

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price and price to Customer under the Contract.

8. Pricing, Purchase Orders, Invoices, and Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Manufacturer's Suggested Retail Price (MSRP) or List Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

MSRP is defined as the product sales price list published in some form by the manufacturer or publisher of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable.

B. Customer Discount

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

C. Customer Price

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR SECTION C1

1) The price to the Customer shall be calculated as follows:

Customer Price = (MSRP or List Price – Customer Discount as set forth in Appendix C, Pricing Index) x (1 + DIR Administrative Fee, as set forth in the Contract).

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract is provided by the Vendor at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) to any other customer under the same terms and conditions provided for the State for the same commodities and services under this contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. Vendor shall notify DIR within ten (10) days and this Contract shall be amended to reflect the lower price.

D. Shipping and Handling Fees

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's Destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited or special delivery, Customer will be responsible for any charges for expedited or special delivery.

E. Tax-Exempt

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers shall provide evidence of tax-exempt status to Vendor upon request.

F. Travel Expense Reimbursement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (https://comptroller.texas.gov/purchasing/programs/travel-management/). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in the Contract is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer. Customer reserves the right not to pay travel expenses which are not pre-approved in writing by the Customer.

G. Changes to Prices

Subject to the requirements of this section, Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract.

Vendor may revise its pricing (but not its discount rate, if any, and not the products or services on its contract pricing list) by posting a revised pricing list. Such revised pricing lists are subject to review by DIR. If DIR finds that a product's or service's price has been increased unreasonably, DIR may request Vendor to reduce its pricing for the product or service to the level published before the revision. Vendor must reduce its pricing, or remove the product from its pricing list. Failure to do so will constitute an act of default by Vendor.

H. Purchase Orders

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

All Customer Purchase Orders will be placed directly with the Vendor or Order Fulfiller or Reseller. Accurate Purchase Orders shall be effective and binding upon Vendor or Order Fulfillers or Reseller when accepted by Vendor or Order Fulfiller or Reseller. Customer and Vendor may work together to include specific requirements as to what constitutes a valid Purchase Order.

Vendors will be required to comply with the disclosure requirements of Section 2252.908, Texas Government Code, as enacted by House Bill 1295, 84^{th} Regular Session, when execution of a contract requires an action or vote by the governing body of a governmental entity before the contract may be signed.

I. Invoices

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Invoices shall be submitted by the Vendor or Order Fulfiller or Reseller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Vendor or Order Fulfiller or Reseller. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

3) The administrative fee as set forth in the Contract shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

J. Payments

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller or Reseller. The statute states that payments for goods and services are due thirty (30) calendar days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments. For Customers that are not subject to Chapter 2251, Texas Government Code, Customer and Vendor will agree to acceptable terms.

9. Contract Administration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR A,C-D

A. Contract Managers

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR and the Vendor will each provide a Contract Manager to support the Contract. Information regarding the Contract Manager will be posted on the Internet website designated for the Contract.

1) State Contract Manager

DIR shall provide a Contract Manager whose duties shall include but not be limited to: i) advising DIR and Vendor of Vendor's compliance with the terms and conditions of the Contract, ii) periodic verification of product pricing, and iii) verification of monthly reports submitted by Vendor.

2) Vendor Contract Manager

Vendor shall identify a specific Contract Manager whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller or Reseller and a Customer, and iii) advising DIR of Order Fulfillers or Resellers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Manager if the assigned Contract Manager is not, in the reasonable opinion of DIR, adequately serving the needs of the State.

B. Reporting and Administrative Fees

1) Reporting Responsibility

a) Vendor shall be responsible for reporting all products and services purchased through Vendor and Order Fulfillers and Resellers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to compliance checks of Vendor's applicable Contract. Vendor will provide all required documentation at no cost.

2) Detailed Monthly Report

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15^{th}) calendar day of the month following the month of the sale. If the 15^{th} calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

3) Historically Underutilized Businesses Subcontract Reports

a) Vendor shall electronically provide each Customer with Vendor's relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

4) DIR Administrative Fee

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14^{th}) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25^{th}) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15^{th}; DIR closes January sales and notifies Vendor of administrative fee by March 14^{th}; Vendor submits administrative fee for January sales by March 25^{th}.

b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.

c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

5) Accurate and Timely Submission of Reports

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

c) Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

C. Records and Audit

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN SUBPARAGRAPH ONE (1)

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller and/or Reseller acts as acceptance of the authority of the State Auditor's Office, or any successor agency or designee, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor or designee in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers or Resellers and the requirement to cooperate is included in any subcontract or Order Fulfillers or Reseller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers and Resellers shall maintain adequate records to establish compliance with the Contract until the later of a period of seven (7) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's or Reseller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, MSRP or list price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers and/or Resellers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices, customer records including but not limited to contracts, agreements, purchase orders and statements of work, and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfiller and/or Resellers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers and/or Resellers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller and/or Reseller personnel familiar with the Vendor's and/or Order Fulfiller's and/or Reseller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller and/or Reseller shall provide adequate office space to DIR staff during the performance of Compliance Check. DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) calendar days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers or Resellers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

D. Contract Administration Notification

1) Prior to execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR Cooperative Contracts Director contact information.

10. Vendor Responsibilities

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED IN C-M, O-S, V-W

A. Indemnification

1) INDEPENDENT CONTRACTOR

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING PRODUCTS AND SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER OR THE STATE OF TEXAS.

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers or Resellers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3) INFRINGEMENTS

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

4) PROPERTY DAMAGE

IN THE EVENT OF LOSS, DAMAGE, OR DESTRUCTION OF ANY PROPERTY OF CUSTOMER OR THE STATE DUE TO THE NEGLIGENCE, MISCONDUCT, WRONGFUL ACT OR OMISSION ON THE PART OF THE VENDOR, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS, THE VENDOR SHALL PAY THE FULL COST OF EITHER REPAIR, RECONSTRUCTION, OR REPLACEMENT OF THE PROPERTY, AT THE CUSTOMER'S SOLE ELECTION. SUCH COST SHALL BE DETERMINED BY THE CUSTOMER AND SHALL BE DUE AND PAYABLE BY THE VENDOR NINETY (90) CALENDAR DAYS AFTER THE DATE OF THE VENDORS RECEIPT FROM THE CUSTOMER OF A WRITTEN NOTICE OF THE AMOUNT DUE.

B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR

WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Vendor Certifications

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor certifies on behalf of Vendor and its designated Order Fulfillers or Resellers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in any of the Divestment Statute Lists published on the Texas State Comptroller's website (https://comptroller.texas.gov/purchasing/publications/divestment.php);

(ix) Vendor represents and warrants that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441;

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvii) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code; and

(xviii) to the extent applicable to this scope of this contract, Vendor hereby certifies that it is authorized to sell and provide warranty support for all products and services listed in Appendix C of this contract; and

(xix) represent and warrant that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

(xx) represent and warrant with Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers and Resellers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

D. Education Department General Administrative Regulations (EDGAR)

The Education Department of General Administrative Regulations (EDGAR) are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014. EDGAR encourages the use of cooperative agreements for procurement or use of common or share goods and services in order to foster greater economy and efficiency. DIR uses an open market competitive procurement process to award contracts as required by Texas Government Code 2054 and 2157. If Vendor provides evidence of its EDGAR compliance that DIR to the best of information and belief, finds to be satisfatory, then DIR may identify Vendor as certifying that all or a portion of Vendor's listings are EDGAR eligible, and DIR may then permit Vendor to so identify all or part of its offerings on Vendor's DIR website. In such cases, upon request from eligible DIR customer, Vendor must complete EDGAR certification affirmation forms to satisfy customer requirement.

E. Ability to Conduct Business in Texas

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and its Order Fulfiller and Reseller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas in accordance with Texas Business Organizations Code, Title 1, Chapter 9.

F. Equal Opportunity Compliance

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

G. Use of Subcontractors

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses (HUB). A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can engage additional subcontractors in the performance of this Contract. A revised Subcontracting Plan approved by DIR's HUB Office shall be required before Vendor can remove subcontractors currently engaged in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

H. Responsibility for Actions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Certification Statement of Exhibit A to the RFO and/or Section 10.C. (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose the status of conflicts of interest.

I. Confidentiality

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor acknowledges that DIR and Customers that are governmental bodies as defined by Texas Government Code, Section 552.003 are subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are governmental bodies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

J. Security of Premises, Equipment, Data and Personnel

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor and/or Order Fulfiller and/or Reseller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller and/or Reseller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller and/or Reseller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller and/or Reseller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

K. Background and/or Criminal History Investigation

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's and/or Reseller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by the Customer.. Should any employee or subcontractor of the Vendor and/or Order Fulfiller and/or Reseller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

L. Limitation of Liability

For any claims or cause of action arising under or related to the Contract: i) to the extend permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

M. Overcharges

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

N. Prohibited Conduct

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller nor Reseller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, Reseller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

O. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer.

If Vendor's services contracted under this Contract will not require Vendor to perform work on Customer's premises, or to use employer vehicles (whether owned or otherwise) to conduct work on behalf of Customers, Vendor may certify to the foregoing facts, and agree to provide notice and the required insurance if the foregoing facts change. The certification and agreement must be provided by executing a *Certification of Off-Premise Customer Services,* which shall serve to meet the insurance requirements.

All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS' COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and
b) Additional Insured.

P. Use of State Property

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor is prohibited from using the Customer's equipment, the customer's location, or any other resources of the Customer or the State for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

Q. Immigration

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

Pursuant to Chapter 673 of Texas Government Code, Vendor shall, as a condition of this Contract, also comply with the United States Department of Homeland Security[1]s E-Verify system to determine the eligibility of:

- all persons 1) to whom the E-Verify system applies, and 2) who are hired by the Vendor during the term of this Contract to perform duties within Texas; and
- all subcontractors' employees 1) to whom the E-Verify system applies, and 2) who are hired by the subcontractor during the term of this Contract and assigned by the subcontractor to perform work pursuant to this Contract.

The Vendor shall require its subcontractors to comply with the requirements of this Section and the Vendor is responsible for the compliance of its subcontractors. Nothing herein is intended to exclude compliance by Vendor and its subcontractors with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

R. Public Disclosure

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

No public disclosures or news releases pertaining to this contract shall be made by Vendor without prior written approval of DIR.

S. Product and/or Services Substitutions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Substitutions are not permitted without the written permission of DIR or Customer.

T. Secure Erasure of Hard Disk Products and/or Services

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

U. Deceptive Trade Practices; Unfair Business Practices

1) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

2) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

V. Drug Free Workplace Policy

Vendor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (41 U.S.C. §§8101-8106) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (Financial Assistance), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

W. Accessibility of Public Information

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Pursuant to S.B. 1368 of the 83rd Texas Legislature, Regular Session, Vendor is required to make any information created or exchanged with the State pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

2) Each State government entity should supplement the provision set forth in Subsection 1, above, with the additional terms agreed upon by the parties regarding the specific format by which the Vendor is required to make the information accessible by the public.

X. Vendor Reporting Requirements

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

Vendor shall comply with Subtitle C, Title 5, Business & Commerce Code, Chapter 109 as added by HB 2539 of the 83rd Texas Legislature, Regular Session, requiring computer technicians to report images of child pornography.

Y. Cybersecurity Training

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In accordance with Section 2054.5192, Texas Government Code, for any contract with a state agency or institution of higher education, if Vendor, or a subcontractor, officer, or employee of Vendor, will have access to a state computer system or database, then Vendor shall ensure that such officer, employee, or subcontractor shall complete a cybersecurity training program certified under Section 2054.519, Texas Government Code, as selected by Customer state agency. The cybersecurity training program must be completed by such officer, employee, or subcontractor during the term of the contract and during any renewal period. Vendor shall verify to the Customer state agency or institution of higher education completion of the program by each such officer, employee, or subcontractor.

11. Contract Enforcement

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED TO A, B2, 5-7

A. Enforcement of Contract and Dispute Resolution

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

3) State agencies are required by rule (34 TAC §20.115) to report vendor performance through the Vendor Performance Tracking System (VPTS) on every purchase over $25,000.

B. Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED FOR 2, 5-7

In all instances of termination or expiration, Vendor shall be required to provide a list of all Purchase Orders, and Purchase Order detail that are open as of the date of termination or expiration. Further, Vendor shall continue to report sales and pay administrative fees for the duration of all such Purchase Orders.

1) Termination for Non-Appropriation

a) Termination for Non-Appropriation by Customer

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller and/or Reseller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

b) Termination for Non-Appropriation by DIR

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller and/or Reseller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

2) Absolute Right
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *System for Award Management (SAM)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 12.A, Notices, of intent to terminate.

3) Termination for Convenience

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order or other contractual document or relationship by giving the other party thirty (30) calendar days written notice.

4) Termination for Cause

a) Contract

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

b) Purchase Order

Customer or Order Fulfiller or Reseller may terminate a Purchase Order or other contractual document or relationship upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order or other contractual document or relationship in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party ten (10) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order. Customer may immediately suspend or terminate a Purchase Order without advance notice in the event Vendor fails to comply with confidentiality, privacy, security requirements, environmental or safety laws or regulations, if such non-compliance relates or may relate to vendor provision of goods or services to the Customer.

5) Immediate Termination or Suspension

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

DIR may immediately suspend or terminate this Contract without advance notice if DIR receives notice or knowledge of potentially criminal violations by Vendor or Order Fulfiller or Reseller (whether or not such potential violations directly impact the provision of goods or services under this Contract). In such case, the Vendor or Order Fulfiller or Reseller may be held ineligible to receive further business or payment but may be responsible for winding down or transition expenses incurred by Customer. DIR or Customer will use reasonable efforts to provide notice (to the extent allowed by law) to vendor within five (5) business days after imposing the suspension or termination. Vendor may provide a response and request an opportunity to present its position. DIR or Customer will review vendor presentation, but is under no obligation to provide formal response.

6) Customer Rights Under Termination

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

7) Vendor or Order Fulfiller or Reseller Rights Under Termination
Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

C. Force Majeure

DIR, Customer, or Order Fulfiller or Reseller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller or Reseller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

12. Notification

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

A. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

B. Handling of Written Complaints

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office
Department of Information Resources
Attn: Public Information Officer
300 W. 15th Street, Suite 1300
Austin, Texas 78701
(512) 475-4759, facsimile

13. Captions

Note: NO EXCEPTIONS OR REVISIONS WILL BE CONSIDERED

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Rev. 2/17

HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ **If you will be awarding <u>all</u> of the subcontracting work you have to offer under the contract to <u>only</u> Texas certified HUB vendors, complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- ☐ Section 2 c. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>meets or exceeds</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - Yes
- ☐ Section 4 - Affirmation
- ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you <u>do not</u> have a *<u>continuous contract</u>** in place for more than five (5) years *<u>does not meet or exceed</u>* the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
- ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- ☐ Section 2 c. - No
- ☐ Section 2 d. - No
- ☐ Section 4 - Affirmation
- ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**

- ☐ Section 1 - Respondent and Requisition Information
- ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- ☐ Section 3 - Self Performing Justification
- ☐ Section 4 - Affirmation

<u>Continuous Contract</u>*: *Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

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HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- ***11.2 percent for heavy construction other than building contracts,***
- ***21.1 percent for all building construction, including general contractors and operative builders' contracts,***
- ***32.9 percent for all special trade construction contracts,***
- ***23.7 percent for professional services contracts,***
- ***26.0 percent for all other services contracts, and***
- ***21.1 percent for commodities contracts.***

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Precision Task Group, Inc. State of Texas VID #: 1742139736

Point of Contact: Michael Baudler Phone #: 713.787.1112

E-mail Address: michael.baudler@ptg.com Fax #: 713.787.1132

b. Is your company a State of Texas certified HUB? [X] **- Yes** [ ] **- No**

c. Requisition #: DIR-TSO-TMP-416 Bid Open Date: 4/16/2018 (mm/dd/yyyy)

Enter your company's name here: Precision Task Group, Inc. Requisition #: DIR-TSO-TMP-416

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - *Yes*, I will be subcontracting portions of the contract. (If *Yes*, complete Item b of this SECTION and continue to Item c of this SECTION.)

☒ - *No*, I will not be subcontracting <u>any</u> portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If *No*, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u>* in place for <u>more than five (5) years</u>.**	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **<u>only</u>** Texas certified HUBs to perform **<u>all</u>** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **<u>each</u>** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **<u>with Texas certified HUBs</u>** with which you **<u>do not</u>** have a **<u>continuous contract</u>*** in place with for **<u>more than five (5) years</u>**, **<u>meets or exceeds</u>** the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**."

☐ - *Yes* (If *Yes*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **<u>each</u>** of the subcontracting opportunities you listed.)

☐ - *No* (If *No*, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **<u>each</u>** of the subcontracting opportunities you listed.)

<u>Continuous Contract</u>: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Precision Task Group, Inc. Requisition #: DIR-TSO-TMP-416

SECTION 2: RESPONDENT's SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years.	**Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.**	**Percentage of the contract expected to be subcontracted to non-HUBs.**
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	**%**	**%**	**%**

***Continuous Contract**: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: Precision Task Group, Inc. Requisition #: DIR-TSO-TMP-416

SECTION 3: SELF PERFORMING JUSTIFICATION **(If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)** If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

Precision Task Group, Inc. (PTG) is a Certified Historically Underutilized Business by the State of Texas. PTG has over 20 years of experience working with the State of Texas Agencies as described in Exhibit B Vendor History and Experience of our response.

The proposal is concerned primarily with software resale which does not include any subcontracting opportunities.

Should any client want to purchase services under this agreement, PTG would perform this work with our own staff.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature	Printed Name	Title	Date (mm/dd/yyyy)
	Michael Baudler	CFO	4/16/2018

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

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Enter your company's name here: Precision Task Group, Inc. Requisition #: DIR-TSO-TMP-416

IMPORTANT: If you responded "*Yes*" to **SECTION 2, Items c** or **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: ______________________________

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: Precision Task Group, Inc. Requisition #: DIR-TSO-TMP-416

IMPORTANT*:** If you responded "No***" to **SECTION 2, Items c** and **d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf..

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: ______________________________

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If *Yes*, continue to SECTION B-4.)

☐ - No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No
			☐ - Yes ☐ - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		☐ - Yes ☐ - No
		☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: Precision Task Group, Inc.   Requisition #: DIR-TSO-TMP-416

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b,** of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: ______________________________

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at http://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp. HUB status code "**A**" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%
	☐- Yes ☐ - No		$	%
	☐ - Yes ☐ - No		$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

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HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: Precision Task Group, Inc. State of Texas VID #: ______

Point-of-Contact: ______ Phone #: ______

E-mail Address: ______ Fax #: ______

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: ______

Point-of-Contact: ______ Phone #: ______

Requisition #: DIR-TSO-TMP-416 Bid Open Date: ______ (mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than ______ (Central Time) on ______ (Date (mm/dd/yyyy)).

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: ☐ - Not Applicable

4. Bonding/Insurance Requirements: ☐ - Not Applicable

5. Location to review plans/specifications: ☐ - Not Applicable

APPENDIX C - PRICING INDEX
DIR-TSO-4242
Precision Task Group

Brand	Product/Service Description	DIR Customer Discount % off
Qognify		
	Access Control Insights	20%
	Extend Security Situation Management	7%
	Intelligent Security Management	20%
	Nicevision Video Management System	27%
	Situator Situation Management Enterprise	20%
	Technical Support Services	10%
	VisionHub Video Management System	11%
Workday		
	Adoption Kit	0%
	Customer Support	0%
	Implementation Services	5%
	Implementation Services - Associate Consultant	0%
	Subscription	20%
	Training	0%
	Workday Prism Analytics Capacity Units (“PRACU”). An annual fee of $100,000 USD per PRACU for each Year (fees for any partial Year of the Order Term will be prorated, on a monthly basis, based on such annual fee)	0%
General		
	Engineering Support	20%
	Project Management Support	20%

Services Agreement for Workday Technical Services

This Appendix D Services Agreement for Workday Technical Services (this "**Agreement**"), dated as of (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 ("**Vendor**") and [CUSTOMER NAME], with its address at [ADDRESS] ("**Customer**" and together with Vendor, the "**Parties**", and each a "**Party**"). This Agreement is entered into under the terms and conditions of the DIR Contract DIR-TSO-4242 ("**DIR Contract**"), which are incorporated herein by reference.

WHEREAS Vendor is a reseller of certain Workday products and technical services under the DIR Contract;

WHEREAS Customer desires to retain Vendor to provide certain technical services, and Vendor is willing to perform such services under the terms and conditions of DIR Contract No. DIR-TSO-4242 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, Vendor and Customer agree as follows:

1. Services.

1.1 Vendor and Workday Obligations. Vendor shall resell Workday Technical Services ("**Services**" or "**Technical Services**") for its subcontractor, Workday, Inc. or other applicable and DIR approved subcontractor (*referred to as* "**Workday**" or "**Workday Subcontractor**" while Workday, Inc. *shall individually be referred to as* "**Workday, Inc.**"), to perform the 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**" or "**SOW**").

1.2 Customer Obligations. Customer shall use the 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 Technical Services to be provided, will be described in a document (a "**Change Order**"). Due to the complexity of some project Change Orders, Vendor may bill the Customer for the time required to scope and estimate the requested change by Workday Subcontractor. Vendor 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 Technical Services for the work described in the Change Order. Vendor, 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 Vendor has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval by Vendor, Workday Subcontractor will begin performing the Technical 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 Vendor and Workday Subcontractor, will provide Vendor and Workday Subcontractor such assistance as Vendor 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 Vendor 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 Services are being provided and shall be knowledgeable with respect to the pertinent Statement of Work. Customer will provide Vendor and Workday Subcontractor accurate and complete information necessary for the implementation of the Services. Customer agrees to pay Vendor'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 Vendor's project manager of any problem, deficiency or dissatisfaction with respect to the Services or work being performed by Vendor and Workday Subcontractor, any Deliverable or any employee or contractor of Vendor 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 Vendor's or Workday Subcontractor's scheduled 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 Services or individual phases of the 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 Vendor'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 Services by the Vendor 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 Vendor's then current fee schedule on the DIR Contract Appendix C, Pricing Index. Payment to Vendor of such fees and the reimbursement of expenses pursuant to this Section 2 shall constitute payment in full for the performance of the Services. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable in accordance with Appendix A, Section 8.J. of DIR Contract No. DIR-TSO-4242. Vendor may send all Customer invoices electronically (by email or otherwise).

2.2 Expenses. Customer shall reimburse Vendor for all reasonable pre-approved expenses and necessary travel and living expenses incurred by Vendor in the performance of the Services under this Agreement and in accordance with the Texas Comptroller's Travel Management Guide. Upon Customer's written request, Vendor will submit supporting expense documentation and copies of receipts to Customer for expenses over Twenty-Five United States Dollars ($25).

2.3 Non-cancelable & non-refundable. Except as specifically set forth to the contrary under Section 5.2 "Warranty Remedies", Section 6 "Infringement", or under the applicable Statement of Work, all payment obligations for Technical Services actually provided to Customer under any and all Statements of Work are non-cancelable and amounts paid are non-refundable.

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, Vendor reserves the right to suspend the Services, without liability to Customer, until such amounts are paid in full.

2.5 Possible Suspension of Technical Services. If Customer's account is more than thirty (30) days overdue (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, Vendor reserves the right to cease providing Technical Services to Customer, without liability to Customer, until such amounts are paid in full. In such event, completion of the Services or a particular phase thereof may be delayed and the schedule, costs or milestones for particular Services will be adjusted by Vendor to reflect any required changes.

2.6 Taxes. Taxes shall be handled in accordance with Appendix A, Section 8.E. of DIR Contract No. DIR-TSO-4242.

3. Proprietary Rights.

3.1 Workday Ownership. All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by a Workday Subcontractor or Vendor, in the course of performing Technical Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "**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.

3.2 License to the Third Party Intellectual Property. Subject to Section 3.1 above, and through the authorization of Workday, Vendor, 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 DIR Contract between the Vendor and the Customer and only during the Term set forth therein.

3.3 Customer Ownership. All Customer Confidential Information, and all personal identifiable information supplied by or personal identifiable information input by Customer or Customer authorized third parties, shall be, and remain, the property of Customer. Subject to Vendor's or Subcontractor's, as applicable, underlying Intellectual Property Rights, all right, title and interest in any Custom Integration developed solely by Customer shall vest in Customer. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Custom Integration should Subcontractor create any similar integration independently.

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.

4.6 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of PII is caused by Workday Subcontractor's breach of obligations under this Agreement, Vendor shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose PII may have been accessed or acquired, (c) providing credit monitoring service to individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, VENDOR AND WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

5. Warranties & Disclaimers.

5.1 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 applicable to it related to data privacy, international communications and the transmission of technical or personal data. Vendor warrants that (i) it and Workday shall perform the obligations described in each Statement of Work in a professional and workmanlike manner.; (ii) to the best of Vendor and Workday's knowledge, the Deliverable(s) does not contain any Malicious Code; and (iii) Vendor and Workday will not knowingly introduce any Malicious Code into the Deliverable(s).

5.2 Warranty Remedies. In the event of a breach of the foregoing warranty, set forth in Section 6.1 (i), (ii) and (iii), Vendor's subcontractor, Workday, shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to the Customer or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer prorated amounts paid for the defective Professional Service or Deliverable. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday or to Vendor to report to Workday, but no later than thirty (30) days after the first date the deficiency is identified by Customer. The remedies set forth in this subsection shall be Customer's sole remedy and Vendor's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination for Cause."

5.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VENDOR 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 WITH RESPECT TO THE TECHNICAL SERVICES AND/OR RELATED DELIVERABLES. VENDOR DOES NOT WARRANT THAT THE TECHNICAL SERVICES AND/OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE TECHNICAL SERVICES AND DELIVERABLES.

6. Infringement and Indemnification. Infringement and Indemnification shall be handled in accordance with Appendix A, Section 10.A. of DIR Contract No. DIR-TSO-4242.

7. Limitation of Liability.

7.1 LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10.L. OF DIR CONTRACT NO. DIR-TSO-4242.

7.2 DIRECT DAMAGES. SUBJECT TO SECTION 7.1, THE PARTIES AGREE THAT WITH RESPECT TO VENDOR'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND VENDOR SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH; (ii) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEYS' FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH.

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.

8.2 Termination by Customer. Except as set forth in a Statement of Work, Customer may terminate this Agreement or any Statement of Work at any time by giving Workday thirty (30) days prior written notice of termination.

8.3 Termination by Workday. Except as set forth in a Statement of Work, Vendor may terminate this Agreement or any Statement of Work by giving Customer thirty (30) days prior written notice in the event: (i) Customer repeatedly fails to perform its obligations under this Agreement or a Statement of Work resulting in the inability of Workday Subcontractor to meet its obligations and time frame commitments, or (ii) it is determined that the information provided by Customer, or lack thereof, to Workday Subcontractor during the discovery stage is materially inaccurate.

8.4 Termination for Cause. Either party may terminate this Agreement or any Statement of Work for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.5 Effect of Termination. In the event that this Agreement is terminated, Workday shall immediately cease performance of all Technical Services and Customer shall pay Workday within thirty (30) days after the date of termination for all Technical Services performed by Workday and travel & living expenses incurred up to the cessation of such Technical Services.

8.6 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 SOW'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.

8.7 Workday Roles. Each Workday 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 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 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.

9.2 Use of Subcontractors. In the course of providing the Technical Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to third parties ("**Workday, Inc.'s Subcontractors**"). In such instances, Customer agrees that Workday may provide information Workday receives in connection with this Agreement to the applicable Subcontractors for the purpose of the Technical 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 Technical Services or Deliverables against any Workday, Inc.'s Subcontractor, nor any partner, principal or personnel of such Workday, Inc.'s Subcontractor.

9.3 Entire Agreement. DIR Contract No. DIR-TSO-4242 this Agreement, including all exhibits and addenda hereto and all SOWs and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of DIR Contract No. DIR-TSO-4242 shall take precedence over provisions of the body of this Agreement 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 "Configured Integration" means any standard Workday-supported integration or interface between third party applications or service providers and the Workday Service, which are subscribed to by Customer as part of the Workday Service. Configured Integrations are part of the Workday Service and, as such, are provided with ongoing support by Workday in accordance with Workday's then-current Production Support and Service Level Availability Policy.

10.4 "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.

10.5 "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 Technical Services for delivery to Customer.

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 "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 Technical Services.

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

10.10 "Workday Service" means Workday Inc.'s software-as-a-service applications provided to Customer pursuant to the separate and independent Master Subscription Agreement between the parties.

10.11 "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.

EXHIBIT A

INITIAL STATEMENT OF WORK

[KEY ELEMENTS OF SERVICES TO BE PROVIDED, PROJECT MILESTONES, TIMING REQUIREMENTS, COMPLETION STANDARDS, FEE SCHEDULES, ACCEPTANCE TESTING PROCEDURES, AND OTHER IMPORTANT ITEMS]

ORDER FORM # 00000.00
Workday SaaS Subscription

Customer Name	
Order Effective Date	The later of the dates beneath the parties' signatures below
Order Term	xxxx xx, xxxx through xxxx xx, xxxx
Order Term in Months	XX
Currency	USD
Total Subscription Fee	XXX

Payment #	Invoice Dates	Payment Amount
1	Invoiced upon Order Effective Date	XXX
2	Invoiced to be due on first anniversary of the Order Term start date	XXX
3	Invoiced to be due on second anniversary of the Order Term start date	XXX
	Total Payment Amount	XXX

Baseline FSE Worker Count by SKU		
SKU	Workday Service	Baseline FSE Worker Count for Order Term
HCM	Human Capital Management	XXX
CCB	Cloud Connect for Benefits	XXX
USP**	Payroll for United States	XXX
CCTPP**	Cloud Connect for Third Party Payroll	XXX
TT	Time Tracking	XXX
PLN*	Planning	XXX
REC*	Recruiting	XXX
FIN*	Core Financials	XXX
PRJT	Projects	XXX
INV*	Inventory	XXX
EXP	Expenses	XXX
PRO*	Procurement	XXX
PB	Project Billing	XXX
GM*	Grants Management	XXX
PRA*	Prism Analytics	XXX

*Customer agrees that the number of Additional FSE Workers for the Workday Service SKU will always be equal to the then-current number of Additional FSE Workers for HCM minus Former Workers with Access.
**Customer agrees that at all times, the aggregate total number of Additional FSE Workers for Payroll for all Workday Payroll applications and Cloud Connect for Third Party Payroll must be equal to the then-current number of Permitted FSE Workers for HCM minus Former Workers with Access.

Annual Fee per Additional FSE Worker per SKU	
HCM, CCB, USP, CCTPP, TT, PLN, REC, FIN, PRJT, INV, EXP,	XXX

SKU	Workday Service	Baseline FTE Student Count for Order Term
WSS	Workday Student Service	XXX

Annual Operating Budget
XXX

Annual Subscription Fee per Additional FTE Student	Fee
WSS	XXX
Number of Named Support Contacts*	XXX

* 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.

Tenant Base Name*	XXX

*Tenant Base Name is the naming convention that will be used in all of the Tenant URLs provided by Workday, which shall remain constant.

Customer Contact Information	**Billing**	**Customer Support**
Contact Name		
Street Address City/Town, State/Region/County, Zip/Postal Code Country		
Phone/Fax #		
Email (required)		

This order form (including all of the attachments hereto, collectively this "**Order Form**") is by and between the customer entity stated above ("**Customer**") and Precision Task Group Inc., an authorized reseller of the Workday Service (as defined herein) ("**Reseller**") and is valid and binding as of the later of the dates of the parties' signatures and is subject to and governed by DIR CONTRACT NO. DIR-TSO 4242 and the Appendix 1 Terms of this Order Form, which include, the Workday SLA and Security Exhibit, the Workday SLA Service Credit Exhibit, and the Data Processing Exhibit, all of which are incorporated herein by reference and/or set forth in Appendix 1 hereto (collectively, the "**SA**"). The parties also agree to the terms in the attached Addenda A through D. Prism Analytics is also subject to the terms in Addendum D attached hereto (the "**PRA Terms Addendum**"). In the event of a conflict between the terms of the DIR CONTRACT NO. DIR-TSO 4242 and the terms of this Order Form (including all attachments hereto), the terms of the DIR CONTRACT NO. DIR-TSO 4242 shall prevail.

NEITHER WORKDAY, INC. NOR ANY OF ITS AFFILIATES IS A PARTY TO THIS ORDER FORM OR ANY OF ITS ATTACHMENTS. CUSTOMER UNDERSTANDS AND AGREES THAT IT IS CONTRACTING DIRECTLY WITH RESELLER AND NOTHING CONTAINED HEREIN IS INTENDED TO CREATE A DIRECT CONTRACTUAL RELATIONSHIP BETWEEN CUSTOMER AND WORKDAY, INC. OR ITS AFFILIATES OR TO CREATE ANY RIGHTS OR REMEDIES OF CUSTOMER AGAINST WORKDAY, INC. OR ITS AFFILIATES. CUSTOMER EXPRESSLY AGREES THAT (I) WORKDAY IS A THIRD PARTY BENEFICIARY TO THIS ORDER FORM AND MAY ENFORCE ANY AND ALL PROVISIONS OF THIS ORDER FORM AGAINST THE CUSTOMER, AND (II) NEITHER CUSTOMER NOR ANY AUTHORIZED PARTY OR OTHER THIRD PARTY IS A THIRD PARTY BENEFICIARY TO ANY AGREEMENT BETWEEN WORKDAY AND RESELLER. RESELLER AND WORKDAY'S PROVISION OF THE WORKDAY SERVICE AND/OR ANY TECHNICAL SERVICES TO CUSTOMER SERVES AS CONSIDERATION FOR CUSTOMER'S OBLIGATIONS IN THESE TERMS.

For the avoidance of doubt, any Technical Services provided by Reseller or its subcontractors (including Workday) will be subject to a separate and independent Technical Services Agreement (as defined in Appendix 1 hereto).

[Signatures on following page]

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

[Customer Name]	**Precision Task Group Inc.**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

ADDENDUM A
ADDITIONAL ORDER FORM TERMS

1. General. Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the attached SA. References to "annual" or "year" in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Workday Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the "Baseline FSE Worker Count by SKU" table ("**FSE Workers**") as described in Workday Service SKU table 1 in addition to the Full Time Equivalent Students as set forth in the "Baseline FTE Student Count for Order Term" ("**FTE Students**") as described in Workday Service SKU table 2. FSE Workers and FTE Students may not be decreased during the Order Term. In all places in the SA where the term "Authorized Parties" is used, it is agreed that Authorized Parties for use of Workday Student can include enrolled students of Customer, prospective students, applicants, parents of students, parents of applicants, former students, and alumni. The counting of FTE Students as described in Section 3 below includes only enrolled students and does not include prospective students, applicants, parents, former students, or alumni.

2. FSE Workers related to Workday Service SKU Table 1. FSE Workers are calculated by categorizing each Customer worker to one of the worker category below, multiplying the Worker number by the applicable percentage rate, and then adding totals for each category of worker.

Sample Total FSE Worker Calculation:

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
Totals:	2,600		2,138

The Workday Service may be used by Customer only for the following categories of Employees/Workers:

"**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 Workday Service.

"**Former Worker With Access**" is a former worker that continues to have access to the Workday Service through the Employee Self-Service features.

Static Records related to former Workers may be maintained in the Workday Service but shall be excluded from the calculation of FSE Workers. A "**Static Record**" is a record in the Workday Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are "**Active Records**".

3. FTE Students related to Workday Service SKU Table 2. FTE Students are calculated by mapping students to each student category below and then multiplying the number by the applicable percentage rate and then adding totals for each category of student.

Sample Total FTE Student Calculation:

Student Category	Applicable Number	Applicable Percentage	FTE Student Calculation
Full Time Equivalent Students reported to IPEDS	20,000	100%	20,000
Students not reported to IPEDS	20,000	25%	5,000
Total	40,000		25,000

"**Full Time Equivalent Students reported to IPEDS**" is the total of the Full Time Equivalent Students most recently reported to the United States Department of Education through the IPEDS survey, utilizing the higher of the IPEDS FTE calculated using the instructional hours and full-time and part-time reporting methods calculation for IPEDS FTE. In the event that the IPEDS report is discontinued or Customer ceases reporting to IPEDS, Full Time Equivalent Students reported to IPEDS shall be calculated for all students who are physically present at Customer's facilities or enrolled in a degree-seeking course with instructional hours by utilizing the most recent instructional hours IPEDS FTE calculation.

"**Students not reported to IPEDS**" is the total of individual students whose records are in active status in the Workday Service and who are not included in the IPEDS reporting.

4. Growth. Customer must run a report 60 days prior to each anniversary of the Order Term start date to establish the number of Active Records per SKU and report the numbers no later than 30 days prior to the anniversary of the Order Term start date, as well as its IPEDS numbers for its most recent "as-of" October 15 IPEDS count date ("**Annual Reporting Date**"). If Customer has any one-time addition of workers or students (e.g., M&A) that would increase FSE Workers or FTE Students by 5% or more, Customer must report the number of additional workers or students 30 days prior to the date the workers are added to the Workday Service ("**Growth Event Reporting Date**"). In each case, Customer must report the numbers to subscriptions@workday.com and Workday will determine the extent that the reported numbers exceed FSE Workers or FTE Students by applying the calculation described in Section 2 and 3 (such excess, "**Additional FSE Workers**" or "**Additional FTE Students**").

Customer agrees to pay fees for the Additional FSE Workers or FTE Students for each SKU to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers or Students are added to the Workday Service after a Growth Event Reporting Date, through the subsequent anniversary date (each a **"Reporting Period"**) at the Annual Fee per Additional FSE Worker per SKU or Annual Fee per Additional FTE Student set forth above. If there are Additional FSE Workers for the HCM SKU, then such Additional FSE Workers shall also automatically be applicable to any SKU marked with * in the Baseline FSE Worker Count by SKU table. Customer agrees to execute an Order Form documenting the additional fees due pursuant to this section.

5. Renewal. Customer may renew its subscription for the Workday Service by notifying PTG prior to the end of the Order Term and PTG will generate a new Order Form for a single three-year renewal term ("**Renewal Term**") at the below pricing upon DIR approval: Additional Renewal Terms may be negotiated by mutual written agreement of the parties.

Renewal Term years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1.05 + CPI)
2nd year of Renewal Term	Previous year subscription fee x (1.05 + CPI)
3rd year of Renewal Term	Previous year subscription fee x (1.05 + CPI)

"**Base Subscription Fee**" means the Total Subscription Fee for the Order Term divided by the number of months in the Order Term multiplied by 12. The Annual Fee per Additional FSE Worker per SKU and Annual Subscription Fee per Additional FTE Student for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fee per year in the table immediately above and averaged over the number of years in the Renewal Term. All fees for the Renewal Term will be paid in equal payments and are due by the first day of each corresponding year of the Renewal Term. If Customer wishes to procure any SKUs, FSE Workers or FTE Students 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.

"**CPI**" means the Consumer Price Index rate established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average) for the calendar year preceding the beginning of the Renewal Term, if a positive number.

6. Service Credits. Workday will provide SLA Service Credits as set forth in Exhibit B to the SA.

7. Additional Terms Applicable to Workday Student Service. Workday Student is not part of the Lifecycle Deployment Program. Workday may introduce additional components that will be sold separately for additional fees; the subscription to Student does not include those additional, separately sold and priced components. If Workday divides the core features listed in this paragraph into separate SKUs, Customer shall receive the rights to use such separate SKUs at no additional fee. A separate Order Form may be required to document such changes. Notwithstanding the foregoing, Customer shall not receive the rights to any new or separate components of the Workday Service that were not a part of the Workday Service described on this Order Form and for which Workday charges its customers an additional fee. Customer understands that the ability to track information about its faculty members and other workers is delivered through the features in the Workday HCM product, which requires a separate subscription.

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

[Customer Name]	**Precision Task Group Inc.**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

ADDENDUM B
WORKDAY SERVICE SKU DESCRIPTIONS

Customer may use only the Workday Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

1. Human Capital Management

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

2. Cloud Connect for Benefits

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

3. Workday Payroll for US

Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

4. Cloud Connect for Third-Party Payroll

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).

5. Time Tracking

Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.

6. Projects

Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

7. Project Billing

Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

8. Expenses

Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

9. Procurement

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

10. Inventory

Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

11. Financial Performance Management

Workday Financial Performance Management provides financial consolidation, financial reporting and management reporting. Workday Financial Performance Management includes a connector that facilitates integration of accounting entries from third-party accounting and general ledger systems. Workday Financial Performance Management enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes including the ability to create baseline budgets, planning models, and forecast scenarios. Workday Financial Performance Management may not be used as a transaction system and does not include contracts, billing, business asset accounting or tracking, cash management, customer accounts, revenue recognition, or supplier accounts.

12. Upgrade Planning to Financial Performance Management

Workday Financial Performance Management provides financial consolidation, financial reporting and management reporting. Workday Financial Performance Management includes a connector that facilitates integration of accounting entries from third-party accounting and general ledger systems. Workday Financial Performance Management enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes including the ability to create baseline budgets, planning models, and forecast scenarios. Workday Financial Performance Management may not be used as a transaction system and does not include contracts, billing, business asset accounting or tracking, cash management, customer accounts, revenue recognition, or supplier accounts.

13. Core Financials

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

14. Grants Management

Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.

15. Planning

Workday Planning enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes. Workday Planning includes the ability to create baseline budgets, planning models, and forecast scenarios.

16. Recruiting

Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

17. Prism Analytics

Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.

18. Prism Analytics Capacity Unit

A Workday Prism Analytics Capacity Unit increases the licensed Workday Prism Analytics limits for both Published Data Rows and Data Storage for a particular Tenant for the remainder of the applicable Order Term.

19. Workday Student Service

Workday Student supports academic institutions in student recruiting, student application processing and admissions, managing courses, programs, enrollment and student records, academic advising, tracking financial aid, and managing student financial accounts. Workday Student includes dashboards and reports to support institutional effectiveness.

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

[Customer Name]	**Precision Task Group Inc.**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

ADDENDUM C

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ADDENDUM D
WORKDAY PRISM ANALYTICS ADDITIONAL TERMS AND CONDITIONS

These Workday Prism Analytics Additional Terms and Conditions ("**PRA Terms**") apply only to Workday's Prism Analytics Service ("**PRA**"). Unless otherwise defined, capitalized terms used in these PRA Terms have the same meaning as set forth in the SA. Notwithstanding anything to the contrary in DIR Contract DIR-TSO-4242 and the SA, the parties expressly agree that these PRA Terms will apply to Customer's use of PRA.

1. Scope of Use.

a. During the applicable Order Form term, Customer may use PRA to store and analyze data solely for the internal business purposes of Customer and the internal business purposes of Customer's Affiliates if Customer's subscription for PRA includes Affiliate's Employees.

b. Customer's subscription to PRA herein permits Customer to use PRA up to XXX of Published Data Rows and XXX terabytes of Data Storage for each Tenant (implementation and production tenants). "Published Data Rows" are the number of data rows in total datasets designated as "published" (and therefore capable of being reported upon) in the Customer's PRA data catalog. For the purposes of determining compliance with the limit on Published Data Rows, Workday will consider any data row published that exceeds 1000 characters as multiple data rows in 1000 character increments. "Data Storage" is the total size in terabytes of raw, uncompressed files not published in Customer's PRA data catalog. Published Data Rows and Data Storage are measured separately for each Tenant. Customer may monitor its own usage in PRA and manage Published Data Rows by unpublishing or deleting a dataset or delete data in Data Storage in order to keep its usage of PRA below the Published Data Rows or Data Storage limits set forth above, or Customer may purchase additional capacity (PRACUs, as defined below) for use in Customer's Tenant which expands the allowable Published Data Rows and Data Storage. Customer's "Data Limit" for each Tenant is the sum of the limit set forth above and all current applicable Capacity Unit subscriptions purchased by Customer for such Tenant. Workday reserves the right to monitor the number of Published Data Rows and Data Storage by Tenant used by Customer, and if at any time Customer exceeds its Data Limit applicable to either or both Published Data Rows and Data Storage for a particular Tenant, then Customer may experience reduced performance of the Tenant. If Customer continues to exceed its Data Limit for more than thirty (30) days after receiving a notification from Workday of such overage, through Workday's customer care offering or other reasonable means, then Workday will (i) begin charging Customer, under a separate invoice at a prorated amount based on the fees per PRACU set forth in this Order Form, for the applicable number of additional PRACUs necessary to cover the difference between the measured usage and Customer's current Data Limit for that Tenant, or (ii) limit the addition of data to the Tenant and the number of data rows that may be published, and reduce Customer's Data Limit. A Capacity Unit will increase Customer's current Data Limit for the applicable Tenant for the entirety of the remainder of the applicable Order Term. Pricing of Capacity Units is dictated by the terms set forth herein.

c. 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.

2. Workday Prism Analytics Capacity Units ("PRACU").

Each PRACU will increase the allowable Published Data Rows and Data Storage for a particular Tenant by an additional 250M of Published Data Rows and 2.5TB of Data Storage, respectively, with an annual fee of $100,000 USD per PRACU for each Year (fees for any partial Year of the Order Term will be prorated, on a monthly basis, based on such annual fee). A PRACU has a term beginning in the contract Year it is first provided and ending on the last day of the applicable Order Term. PRACU charges will not be prorated for an applicable Year of an Order Term and will be invoiced in accordance with the SA. Workday may require an Order Form for the purchase of any PRACUs.

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

[Customer Name]	**Precision Task Group Inc.**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

APPENDIX 1
SA

These terms of use (this "**SA**", and with any other addenda attached to or referenced in Customer's order form with Reseller, collectively, these "**Terms**") apply to your use of the Workday Service as provided through Reseller. Orders for Technical Services shall be made by entering into Statement(s) of Work under the Technical Services Agreement. Customer expressly agrees that neither Customer nor any Authorized Party is a third party beneficiary to any agreement between Workday and Reseller. Reseller and Workday's provision of the Workday Service to Customer serves as consideration for Customer's obligations in these Terms.

1. Customer's Use of the Workday Service.

1.1 ***Customer Obligations***. Customer is responsible for all Authorized Party use of the Workday Service and compliance with these Terms. Customer shall: (i) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (ii) prevent unauthorized access to, or use of, the Workday Service, and notify Workday promptly of any such unauthorized access or use. Customer shall not: (v) use the Workday Service in violation of applicable Laws; (w) in connection with the Workday Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (x) send or store Harmful Code in connection with the Workday Service; (y) interfere with or disrupt performance of the Workday Service or the data contained therein; or (z) attempt to gain access to the Workday Service or its related systems or networks in a manner not set forth in the Documentation. Customer agrees that the Workday Service will be made available solely in accordance with the Documentation.

1.2 ***Support***. Customer will receive support of the Workday Service in accordance with the Workday Production Support and Service Level Availability Policy, which may be updated by Workday from time to time. A copy of the Workday Production Support and Service Level Availability Policy in effect as of the date of the date of your agreement with the Reseller is attached hereto as Exhibit A. In the event that Workday fails to meet its uptime or response time service level goals, Customer may be entitled to compensation from Reseller in accordance with its Contract with Reseller. Customer will have a designated number of Named Support Contacts to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests.

2. Proprietary Rights.

2.1 ***Rights Related to the Workday Service***.

(a) License Grant and Reservation of Rights. Workday has granted Reseller a non-exclusive right to resell the Workday Service to Customer and to provide Customer with direct access to the features of the Workday Service and to sublicense to Customer the rights necessary to utilize the Workday Service during the applicable contract term. Subject to and conditioned on Customer's and all Authorized Parties' continued compliance with DIR Contract No. DIR-TSO-4242 and these Terms, Customer (on behalf of itself and its Authorized Parties) is hereby granted (and accepts) a non-exclusive, non-transferable, right during the Term to use the Workday Service solely for its internal business purposes within the scope of use defined in the Contract and in accordance with these Terms, the applicable Order Form, and the Documentation. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Workday Service, including all related Intellectual Property Rights. No rights are granted to Customer other than as expressly set forth herein.

(b) Restrictions. Customer shall not (i) modify, copy or create any derivative works based on the Workday Service; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Workday Service available to any third party, other than to Authorized Parties as permitted herein; (iii) frame or mirror any content forming part of the Workday Service, other than on Customer's own intranets for its own internal business purposes as permitted in these Terms; (iv) reverse engineer or decompile any portion of the Workday Service, including but not limited to, any software utilized by Workday in the provision of the Workday Service, except to the extent required by applicable Law; (v) access the Workday Service in order to build any commercially available or competitive product or service; or (vi) modify, copy or create derivative works of any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding the above, Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

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

3. Customer Data Protection and Security.

Workday designs its Workday Service to allow Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country-by-country basis. Customer represents that it understands that its use of the Workday Service and compliance with any terms hereunder does not constitute specific compliance with any Law. Customer represents that it understands that it has an independent duty to comply with any and all Laws applicable to it. Workday's data protection practices are described in its *Security Exhibit* and *Data Processing Exhibit*, copies or which (current as of the date written thereon) are attached hereto and which may be updated by Workday from time to time without any material degradation in the overall level of protection. Workday also engages a third party auditor to produce annual SOC1 and SOC2 reports; such reports are available to Customer upon request. If Customer believes that there has likely been a Security Breach it must promptly notify Workday, in any case within 48 hours of Customer's initial discovery of such Security Breach. Additionally, Customer will reasonably assist Reseller and Workday, in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Customer shall bear the costs of such remediation or mitigation to the extent the Security Breach was caused by it. Customer's potential recovery in the event of such breaches is as set forth in its Contract with Reseller.

4. Warranty Disclaimer.

CUSTOMER WILL RECEIVE ITS WARRANTIES RELATING TO THE WORKDAY SERVICE AND/OR ANY PROFESSIONAL SERVICES, IF ANY, DIRECTLY FROM RESELLER UNDER THE CONTRACT. EXCEPT AS MAY BE PROVIDED UNDER THE CONTRACT, THE WORKDAY SERVICE AND PROFESSIONAL SERVICES ARE PROVIDED SOLELY "AS IS", "AS AVAILABLE" WITH ALL FAULTS. WORKDAY MAKES NO WARRANTIES WHATSOEVER TO CUSTOMER OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WORKDAY SERVICE, ANY PROFESSIONAL SERVICES, AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE WORKDAY SERVICE OR PROFESSIONAL SERVICES WILL BE ERROR FREE OR UNINTERRUPTED.

5. Limitation of Liability.

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10.L. OF DIR CONTRACT NO. DIR-TSO-4242.

6. Confidentiality.

Workday's agreement with Reseller obligates Workday to protect the Confidential Information of Customer 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. Customer Data is subject to the additional confidentiality protections found in the Workday Security Exhibit (contained in Exhibit A attached hereto) and the Data Processing Exhibit (attached hereto as Exhibit C). Customer shall not disclose or use any Workday Confidential Information for any purpose outside the scope of these Terms, except with Workday's prior written permission. Customer agrees to protect Workday Confidential Information 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). If Customer is compelled by Law to disclose Workday Confidential Information, it shall promptly provide Reseller and Workday with prior notice of such compelled disclosure (to the extent legally permitted) and provide reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. If Customer discloses or uses (or threatens to disclose or use) any Workday Confidential Information in breach of confidentiality obligations hereunder, Workday shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged Customer that any other available remedies are inadequate.

7. Indemnification.

Indemnification shall be handled in accordance with Appendix A, Section 10.A. of DIR Contract No. DIR-TSO-4242.

8. Assignment.

Assignments shall be handled in accordance with Appendix A, Section 4.D. of DIR Contract No. DIR-TSO-4242.

9. Term and Termination.

9.1 Terminations shall be handled in accordance with Appendix A, Section 11.B. of DIR Contract No. DIR-TSO-4242.

9.2 **Right to Suspend or Terminate the Workday Service**. Reseller or Workday may suspend access to the Workday Service if undisputed invoices are thirty (30) days overdue. In addition, each of Customer, on the one hand, and Reseller or Workday, on the other hand, may terminate the Workday Service in the event of an undisputed material breach is not cured within thirty (30) days after notice by a party of these Terms.

9.3 **Effect of Termination**. Upon termination or expiration of these Terms, (i) all rights and licenses granted hereunder shall immediately terminate except that Workday will continue to provide the Service for the term of any Order Forms executed prior to the date of termination, unless such Order Forms are earlier terminated as provided therein; and (ii) Customer shall permanently delete all Workday Confidential Information following the termination of the applicable Order Form within a reasonable period of time.

10. Governing Law.

These Terms shall be governed exclusively by the internal laws of the State of Texas, without regard to its conflicts of laws rules.

11. Entire Agreement.

DIR Contract No. DIR-TSO-4242 and these Terms constitute the entire agreement with respect to use of the Workday Service and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the use of the Workday Service. No modification, amendment, or waiver of any provision of these Terms shall be effective unless made in accordance with Appendix A, Section 4.B., to DIR Contract No. DIR-TSO-4242. If any provision of these Terms 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 these Terms shall remain in effect.

12. Definitions.

"**Authorized Party(ies)**" means Customer's and its Affiliates' Employees, and third party providers who are bound by these Terms and authorized by Customer to access or receive Customer Data (i) in writing, (ii) through the Workday Service's security designation, or (iii) by system integration or other data exchange process.

"**Contract**" means the agreement between Customer and Reseller under which the Workday Service will be provided to Customer.

"**Customer Data**" means the electronic data or information submitted by Customer to the Workday Service.

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

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

"**Documentation**" means Workday's electronic and documentation, which may be updated by Workday from time to time, and which is incorporated into these Terms by this reference.

"**Employee**" means the Customer's employees, consultants, contingent workers, independent contractors, and retirees whose active business record(s) are or may be managed by the Workday Service. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees.

"**Force Majeure**" is defined in Appendix A, Section 11.C. to DIR Contract No. DIR-TSO-4242.

"**Generally Available**" means Workday's general release of the Workday Service to Customers for use in Production.

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

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

"**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, and all moral rights related thereto.

"**Law**" means any applicable law applicable to a respective party.

"**Production**" means the Customer's or an Employee's use of or Workday's written verification of the availability of the Workday Service (i) to administer Employees; (ii) to generate data for Customer's books/records; or (iii) in any decision support capacity.

"**Schedule**" means an agreement between the parties, substantially in the form of the Exhibit A (Statement of Work) attached to the Appendix D Services Agreement, executed by the Parties that describes the Professional Services to be performed by Workday pursuant to the Appendix D Services Agreement.

"Security Breach" means (i) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Data; provided that an incidental disclosure of Customer Data to an Authorized Party or Workday, or incidental access to Customer Data by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a "Security Breach" for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any applicable Law and (ii) any security breach (or substantially similar term) as defined by applicable Law.

"**Technical Services**" means Workday's implementation, configuration or consultancy service offerings in relation to the Workday Service, as further described in the Appendix D Services Agreement.

"**Workday Confidential Information**" means (i) any software utilized by Workday in the provision of the Workday Service and its respective source code; and (ii) Workday business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by Workday as "confidential" or "proprietary" or that Customer knows or should reasonably know is confidential or proprietary. Workday Confidential Information shall not include any information that: (w) is or becomes generally known to the public without breach of any obligation owed to the Workday; (x) was known by Customer prior to its disclosure without breach of any obligation to Workday; (y) was independently developed by Customer without breach of any obligation owed to Workday; or (z) is received from a third party without breach of any obligation owed to Workday.

"**Workday Service**" means Workday's software-as-a-service consisting of a limited, non-exclusive, personal, and nontransferable subscription term license to access the service described in the Documentation pursuant to these Terms and for the period set forth in the Agreement. For each Customer, the Workday Service is limited only to those components for which a subscription license has been granted and fees have been paid.

IN WITNESS WHEREOF, this Appendix 1 is agreed to by the parties below and entered into as of the Order Effective Date.

[Customer Name]	**Precision Task Group Inc.**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

Exhibit A
Workday Production Support and Service Level Availability (SLA) Policy and Security Exhibit
[*current version to be inserted at the customer level*]

Exhibit B
SLA Service Credit Exhibit
[*current version to be inserted at the customer level*]

Exhibit C
Workday Data Processing Exhibit
[*current version to be inserted at the customer level*]

END-USER LICENSE AGREEMENT ("EULA")

IMPORTANT - READ CAREFULLY BEFORE USING THIS SOFTWARE

BY USING THIS SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS EULA, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY DIR CONTRACT NO. DIR-TSO-4242 AND ITS TERMS. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS EULA AND THE TERMS OF DIR CONTRACT NO. DIR-TSO-4242 BETWEEN QOGNIFY AND YOU, THE TERMS OF DIR CONTRACT NO. DIR-TSO-4242 SHALL GOVERN YOUR USE OF THIS SOFTWARE. FOR THE PURPOSE OF THIS EULA, "USING" SHALL INCLUDE, WITHOUT LIMITATION, OPERATING, COPYING, INSTALLING AND UTILIZING (EACH AS PERMITTED HEREUNDER) THE SOFTWARE IN OBJECT CODE FORM. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT USE THE SOFTWARE.

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(h) Subject to record retention laws and policies, upon the termination of the license for the Software by QOGNIFY pursuant to Section 1(g) above, you shall: (i) within thirty (30) days after the date of termination of the license, and at QOGNIFY's option, destroy or return to QOGNIFY all copies of the Software and Software Documentation; and (ii) upon the destruction, or return of all copies of the Software and Software Documentation, certify to QOGNIFY in writing that it has either destroyed or returned to QOGNIFY all copies of the Software and Software Documentation.

2. **Confidentiality**. The Software is the confidential and proprietary information and property of QOGNIFY, and you shall not disclose the Software to any third party without QOGNIFY's prior express written consent.

3. **Limitation of Liability**. LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10.L. OF DIR CONTRACT NO. DIR-TSO-4242.

4. **Exports**. You shall not export the Software, Software Documentation, or information about the Software and Software Documentation other than in accordance with and in compliance with all applicable laws, rules, regulations, orders, or other restrictions.

5. **Governing Law**. This EULA shall be governed, construed, and interpreted in accordance with the laws of the State of Texas. Notwithstanding the foregoing, either party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property rights. Both Parties hereby exclude the application of the Uniform Computer Information Transactions Act ("**UCITA**"), the United Nations Convention on the International Sale of Goods ("**CISG**"), and any law of any jurisdiction that would apply UCITA or CISG or terms equivalent to UCITA or CISG to this EULA.

6. **General**.

(a) QOGNIFY may transfer its rights and obligations under this EULA to any other organization or affiliate but this will not affect your rights or our obligations under this EULA.

(b) Assignments shall be handled in accordance with Appendix A, Section 4.D. of DIR Contract No. DIR-TSO-4242.

(c) If QOGNIFY fails to insist that you perform any of your obligations under this EULA, or if QOGNIFY does not enforce its rights against you, or if QOGNIFY delays in doing so, that will not mean that QOGNIFY has waived its rights against you and will not mean that you do not have to comply with those obligations. If QOGNIFY does waive a default or breach by you, QOGNIFY will only do so in writing, and that will not mean that QOGNIFY will automatically waive any subsequent default or breach by you.

(d) Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

(e) The Software may include third parties' components, which are licensed to you pursuant to the applicable third party license agreements (the "Third Party EULA(s)"). **BY USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THE APPLICABLE THIRD PARTY EULAs, UNDERSTAND THEM, AND AGREE TO BE BOUND BY DIR CONTRACT NO. DIR-TSO-4242 AND THE THIRD PARTIES TERMS**.

(f) This Section 6(f) is applicable only for U.S. Government End Users. You agree that the Software licensed under this EULA is Commercial Computer Software, as that term is defined in 48 C.F.R. § 2.102 and 48 C.F.R. § 252.227-7014(a)(1), was developed exclusively at private expense, and is subject to copyright protection in the United States and certain other countries. The Software is provided to civilian agencies of the U.S. Government only with the rights specified in this EULA, pursuant to 48 C.F.R. §12.212(b). If the Software is provided to a non-civilian agency of the U.S. Government, then it is provided only with the rights specified in this EULA, pursuant to 48 C.F.R. § 227.7202-3 (2008). If any Software licensed under this EULA is determined by a court of competent jurisdiction to be other than copyright protected Commercial Computer Software, then all such Software is deemed provided subject to the restricted rights set forth in this EULA.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by the DIR Customer's duly authorized representatives as of the date below.

DIR Customer Name	
By (signature)	
Print Name	
Title	
Date	