



PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“**Agreement**” or “**PSA**”), effective as of the later of the dates beneath the parties’ signatures below (“**Effective Date**”), is by and between **Workday, Inc.** (“**Workday**”) a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and **State of Maine** (“**Customer**”), a corporation with offices at Burton M Cross Building, 4th Floor, 111 Sewall Street, 9 State House Station, Augusta, Maine 04333-0009 United States. Whereas, Workday offers professional services in conjunction with its hosted application service; Customer desires to obtain such professional services; and this business relationship and the allocation of responsibilities are set forth in this Agreement. Therefore, the parties agree as follows:

1. Professional Services to be provided by Workday. Workday shall perform the services (“Professional Services”) in the form, type and manner provided in one or more statements of work that refer to this Agreement and upon execution by the parties are made a part hereof (each a “Statement of Work” or “SOW”).

2. Fees and Expenses.

2.1 Invoices & Payment. Customer shall pay Workday Professional Services Fees at the rates set forth in the applicable Statement of Work. Professional Services Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Workday may send all Customer invoices electronically (by email or otherwise). All fees are quoted and payable in United States Dollars. Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday’s request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to Accounts.Receivable@Workday.com.

2.2 Expenses. Customer shall reimburse Workday for all reasonable and necessary travel and living expenses incurred by Workday in the performance of the Professional Services under this Agreement. Upon Customer’s written request, Workday 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 6.2 “**Warranty Remedies**”, Section 7.1 “**Infringement**”, or under the applicable Statement of Work, all payment obligations for Professional 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. Any payment not received from Customer by the due date under each applicable SOW may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday’s discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

2.5 Possible Suspension of Professional 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, Workday reserves the right to cease providing Professional Services to Customer, without liability to Customer, until such amounts are paid in full.

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



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3. Ownership.

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 Workday in the course of performing Professional 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 Workday Intellectual Property. Subject to Section 3.1 above, Workday grants to Customer a royalty-free, nontransferable and nonassignable term license to access and to use the Workday Intellectual Property that Workday incorporates into a Deliverable provided to Customer hereunder. Customer may only use the Deliverables in connection with its authorized use of the Workday Service, as such is defined pursuant to the separate and independent Master Subscription Agreement between the parties and only during the Term set forth therein.

3.3 Customer Ownership. All Customer Confidential Information, and all PII supplied by or PII input by Customer or Customer authorized third parties, shall be, and remain, the property of Customer. Subject to Workday's 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 Workday create any similar integration independently.

4. Insurance. Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Workday services are to be performed.

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer.
- (b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.
- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate.
- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required



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insurance coverage and limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

5. Confidential Information.

5.1 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.

5.2 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).

5.3 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.

5.4 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.

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

5.6 Workday Remediation of Certain Unauthorized Disclosures. In the event that any unauthorized access to or acquisition of PII is caused by Workday's breach of obligations under this Agreement, Workday 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, 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

6. Warranties & Disclaimers.

6.1 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. Workday warrants that (i) it shall perform the obligations described in each Statement of Work in a professional and workmanlike manner.; (ii) to the best of Workday's knowledge, the Deliverable(s) does not contain any Malicious Code; and (iii) Workday will not knowingly introduce any Malicious Code into the Deliverable(s).



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6.2 Warranty Remedies. In the event of a breach of the foregoing warranty, set forth in Section 6.1 (i), (ii) and (iii), 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, 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 Workday'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."

6.3 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROFESSIONAL SERVICES AND/OR RELATED DELIVERABLES. WORKDAY DOES NOT WARRANT THAT THE PROFESSIONAL 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 PROFESSIONAL SERVICES AND DELIVERABLES.

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

8. Limitation of Liability.

8.1 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iii) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 5.6; OR (iv) CUSTOMER'S PAYMENT OBLIGATIONS, EITHER PARTY'S MAXIMUM LIABILITY FOR ANY ACTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT, ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE SPECIFIC STATEMENT OF WORK. THE PROFESSIONAL SERVICES PROVIDED BY WORKDAY ARE ADVISORY ONLY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED.

8.2 EXCLUSION OF DAMAGES. EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY WORKDAY PURSUANT TO A COURT AWARD OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW SUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT,



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SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF DATA OR USE, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PROFESSIONAL SERVICES, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR CONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN A SOW ARE EXCLUDED AS WORKDAY'S LOST PROFITS.

8.3 DIRECT DAMAGES. SUBJECT TO SECTION 8.1 AND NOTWITHSTANDING SECTION 8.2 ABOVE, THE PARTIES AGREE THAT WITH RESPECT TO WORKDAY'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND WORKDAY 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.

9. Term & Termination.

9.1 Term. The term of this Agreement shall commence on the Effective Date hereof and end upon termination in accordance herewith.

9.2 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 fifteen (15) days prior written notice of termination.

9.3 Termination by Workday. Except as set forth in a Statement of Work, Workday may terminate this Agreement or any Statement of Work by giving Customer fifteen (15) days prior written notice in the event: (i) Customer repeatedly fails to perform its obligations under this Agreement or a Statement of Work resulting in the inability of Workday to meet its obligations and time frame commitments, or (ii) it is determined that the information provided by Customer, or lack thereof, to Workday during the discovery stage is materially inaccurate.

9.4 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.

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

9.6 Surviving Provisions. All provisions of this Agreement shall survive any termination or expiration of this Agreement, except for: section 1, and section 3.2, and the SOW's shall have no further force or effect.

10. 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.

11. Change Order Process. 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 and, therefore, changes in the estimated level of effort, project timeline, or Workday Service features. Upon Customer's request, such changes, and the



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associated fees for additional Professional Services to be provided, will be described in a document (a "Change Order"). Due to the complexity of some project Change Orders, Workday may bill the Customer for the time required to scope and estimate the requested change. Workday will advise Customer of the cost estimate if such a charge will apply. A completed Change Order includes the requested change, the impact on the current engagement under the applicable Statement of Work, and the estimated resources and time to complete the Professional Services for the work described in the Change Order. Workday 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 Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval, Workday will begin performing the Professional Services described in the Change Order according to the agreed-upon schedule under the applicable Statement of Work as may be modified by the Change Order.

12. General.

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

12.2 Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery or (ii) the third business day after first class mailing. Notices to Workday shall be sent to the address shown in the introductory paragraph of this Agreement addressed to the attention of the Legal Department with a copy by email sent to legal@workday.com. Notices to Customer shall be sent to the address shown in the introductory paragraph of this Agreement addressed to General Counsel. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

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

12.4 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

12.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all SOWs) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.6 Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of New York, without regard to its conflicts of laws rules. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12.7 Use of Subcontractors. In the course of providing the Professional Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to third parties ("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 Professional Services and related administration. In addition, excluding claims for bodily injury or death of any person or damage to real and/or tangible personal property caused by recklessness and/or willful misconduct, Customer agrees not to bring or enforce a claim of any nature relating to this



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Agreement or any of the Professional Services or Deliverables against any Workday Subcontractor, nor any partner, principal or personnel of such Workday Subcontractor.

12.8 Entire Agreement. 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 an SOW 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.

13. Definitions.

“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).

“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.

“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.

“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.

“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.

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

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



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

“Workday Service” means Workday’s software-as-a-service applications provided to Customer pursuant to the separate and independent Master Subscription Agreement between the parties.

“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 customers.

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

State of Maine

Workday, Inc.


Signature

Signature

Alexander E. Porteous

Name

Name

Commissioner

Title

Title

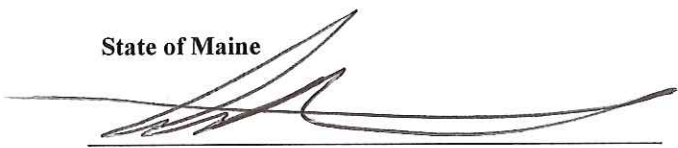
10-16-18

Date Signed

Date Signed



State of Maine



Signature

Ande A. Smith

Name

Acting Chief Information Officer

Title

10-16-18

Date Signed