EXECUTIVE SUMMARY

☐ President’s Transmittal
☒ Board Transmittal
☐ Action ☐ Consent

Recommendation that the Broward College Board of Trustees authorize approval for adding Cloud-based Software-as-a-Service (SaaS) subscription over three years for Grants Management, Big Data Analysis (BDA) as well as the Design Partner Program and Subscription for the Student System including implementation services provided by CedarCrestone.

Presenter: Patti Barney, VP – Information Technology

Considerations: As provided for in the original Workday contract, the College would like to subscribe to Grants Management, Big Data Analysis (BDA) as well as the Design Partner Program and Subscription for the Student System including implementation services provided by CedarCrestone. The BDA subscription will allow Broward College to access both existing structured data from our internal college data sources such as CID as well as unstructured data sources such as social media sites (Twitter, Facebook, etc.); The Grants subscription will greatly streamline the financial aspect of the grants management process by providing Grants awarding, invoicing and payroll functionality with tight integration to College financials and HR functions already documented in the Workday project. The design partnership program for the student information system will allow Broward College to Collaborate with Workday to design and develop a world class Student ERP application. Additional training is also required for the Workday implementation.

How does this impact student success: BDA gives us the ability to combine data sources into common analytic sets will provide powerful insight into the true makeup of existing prospective student performance information and demographics enabling the college to better tailor services to meet the unique demands of our student population. As grants provide significant funding for student academic programs, the ease of administration and the accountability provided by the more efficient record keeping process will allow Broward College to prove our stewardship over state and federal grants programs thus enabling the College to be more competitive and consequently receive more grants funding in the future. The design partnership program for the development of the Workday Student system will allow Broward College significant input to the design and architecture of a system totally centered on student success.

What Specific Goal of the Strategic Master Plan is advanced through this action: Goal 1 student success.

Fiscal Impact: $2,400,513 over 4 years from Cost Center 161215

Small Business Firm: Yes ☐ No ☒ N/A ☐

Broward Firm: Yes ☐ No ☒ N/A ☐

Prepared by: Kenneth C. Libutti, IT – Budget, Planning & Contracts Officer

Reviewed by:

Attorney’s Office

Patti Barney, VP – Information Technology

Budget Office

SVP, Howdyshell or Olliff
DESIGN PARTNER PROGRAM AGREEMENT

This Design Partner Program Agreement (“Agreement”) is executed as of _____________, 2013 (“Effective Date”) by and between Workday, Inc. (“Workday”) and Broward College (“Participant”). In consideration of the mutual promises set forth below, the parties agree as follows:

1. General Overview of Program. This Design Partner Program is intended to enable a select group of higher education institutions an opportunity to provide input into and early access to Workday’s Student System. Institutions are selected for participation based upon their ability to represent peer institutions as thought leaders for institutions of their type (Public, Private, Research, Community College, etc.)

2. Related Agreements. Participant has executed a Master Subscription Agreement or Master Agreement with Workday and one or more Order Forms for Participant’s use of Workday’s commercially available SaaS solutions. In addition, Participant has executed or will execute an Order Form for Workday’s Student System, if and when it is commercially available. This Agreement has no impact on the other Workday agreements and covers only Participant’s activities with regard to Workday’s Design Partner Program for Student System and any access to the Student System that is provided to Participant prior to general commercial availability.

3. Participation Benefits: Participant will have an opportunity to influence the Workday Student System scope and design, increasing the likelihood that early releases of Student System will meet Participant’s critical needs.

4. Participation Obligations: The Design Partner Program is expected to last approximately two (2) years. Throughout the Design Partner Program, Participant shall:
   a. Identify Subject Matter Experts (“SME”) in specific functional areas identified by Workday.
   b. Make all such SMEs available to the Design Partner Program for teleconferences or virtual meetings using internet technology.
   c. Make all such SMEs available for other meetings throughout the Design Partner Program.
   d. Remain a subscriber to Workday’s Human Capital Management SaaS throughout the Design Partner Program.
   e. Not cancel their Order Form for Student System
   f. Commence implementation of Student System within twelve (12) months of general commercial availability.
   g. Not provide to Workday or any other participant any information which consists of Education Records as such term is defined in the U.S. Federal Family Educational Rights and Privacy Act. Any examples of Education Records provided by Participant must be redacted or modified such that they cannot be traced to any individual.
6. **Confidentiality.**
   a. **Definition:** “Confidential Information” means any and all documents, information, or communications related to the Design Partner Program, including but not limited to any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, whether or not marked confidential or proprietary.
   b. **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.
   c. **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. In addition, the Design Partner Program will utilize a private email address and virtual document room system so that confidential information is not sent to Participant’s email addresses, but rather a notice that information is available is sent. Participant shall not copy such information to its own systems.
   d. **Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party that does not qualify as a Trade Secret, to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly 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.
   e. **Compelled Disclosure and Trade Secrets.** Confidential Information related to software under development qualifies as a Trade Secret under most state laws and is exempt from disclosure under public records laws. If Participant is subject to public records laws, it confirms that it will not disclose Confidential Information that Workday has identified as a Trade Secret unless there is a court order requiring it to do so. If there has been a public records request, Workday will identify information it considers a Trade Secret and will provide a brief explanation as to why it believes such information is a Trade Secret. Prior to a Workday press release announcing Student System, Participant shall treat this Agreement as confidential; a redacted copy of this Agreement which removes all language discussing Workday’s development methodology is being provided to all Participants subject to public records laws.
   f. **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 injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.
   g. **Non-disparagement:** Neither party shall make any statement to third parties which is defamatory or derogatory of the other’s participation in the Design Partner Program or the Student System.
   h. **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
DESIGN PARTNER PROGRAM AGREEMENT

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.

7. **Ownership.** Workday shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into Student System or any other Workday service any suggestions, enhancement requests, recommendations or other feedback provided by Participant or its employees.

8. **Final Decision as to Student System Functionality.** While Workday values the Design Partner Program process, Workday retains the sole authority to determine what features and functionality will be in Student System.

9. **Publicity.** Workday shall control the publicity related to the Design Partner Program. Participant shall not make any press release or other public statement regarding its participation in the Design Partner Program without the prior written consent of Workday. Workday may, without Participant’s prior written consent, identify Participant as contributing to the Design Partner Program through a press release, orally, on its web site, or otherwise. Participant agrees to take part in a white paper or other marketing collateral, subject to Participant’s review of the final draft and confirmation that there are no misleading or untrue statements.

10. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO BREACHES OF THE CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED FIVE THOUSAND DOLLARS ($5,000). EXCEPT WITH RESPECT TO CUSTOMER’S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE DESIGN PARTNER PROGRAM EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY’S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

11. **Term & Termination.** The term of this Agreement commences on the Effective Date and continues until the earlier of Workday’s declaration that the Design Partner Program has ended or termination of this Agreement upon (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. Termination of this Agreement does not impact the Confidentiality, Ownership, Publicity, or Limitation of Liability provisions of this Agreement.

12. **General Provisions.**
   a. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Vice President, Legal. Notices to Customer shall be addressed to Customer’s signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.
   b. **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.
   c. **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 Order Forms) without consent of the other party in connection with a merger,
DESIGN PARTNER PROGRAM AGREEMENT

Workday. Any attempt by a party to assign its rights or obligations under this Agreement in breach of 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.

d. Governing Law; Waiver of Jury Trial. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Each party 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.

c. Miscellaneous. This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. 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. 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. This Agreement may be executed electronically, by facsimile and in counterparts, which taken together shall form one binding legal instrument.

13. Right of Rescission. If Customer notifies Workday by 5:00 p.m. Eastern time on July 15, 2013 that its Board has not approved this Agreement, it shall be null and void. Notice may take the form of facsimile to 925.660.3749 or email to signedcontracts@workday.com. Should notice not be received by such time, this Agreement will be in full force and effect. Work will not commence until the rescission period has expired. Customer may provide earlier notice to Workday that its Board has approved this Agreement, in which case the rescission period shall immediately expire.

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

District Board of Trustees of Broward College, FLORIDA

WORKDAY, INC.

J. DAVID ARMSTRONG, JR. DAVE DIFFIELD

Signature Signature

Name Name

PRESIDENT C.Founder C.CEO

Title Title

6/25/13 6/25/13

Date Signed Date Signed

APPROVED AS TO FORM AND LEGALITY:

GREGORY A. HAILE

Confidential
**WAIVER OF BID REQUEST**

**REQUESTING DEPARTMENT:**
Inforation Technology

**LOCATION:**
Cypress Creek

**ORIGINATING COST CENTER:**
161215

**GRANT COST CENTER (IF APPLICABLE):**

Pursuant to Community College Rules 6A.14.0734 and College Policy 6Hx2.6.34, the following acquisition in the amount of $2,400.819 is exempt from the competitive solicitation requirement as documented herein.

**Description of goods or services:** Cloud-based Software-as-a-Service (SaaS) subscription over three years for Grants Management, Big Data Analysis (BDA) as well as the Design Partner Program and Subscription for the Student System including implementation services provided by CedarCrestone.

**Exempt Item Categories (check all applicable):**

- Educational tests, textbooks, instructional materials and equipment, films, filmstrips, video tapes, disc or tape recordings (or similar audio-visual materials), computer-based instructional software.

- Library books, reference books, periodicals, and other library materials and supplies.

- Purchases at the unit or contract prices established through competitive solicitations by any unit of government established by law or a non-profit buying cooperative. Contract source and identification number: 

- Food

- Service or commodities available from a single or sole source.

- Professional services, including but not limited to, artistic services, instructional services, health services, academic program reviews, lectures by individuals, attorneys, legal services, auditors, and management consultants.

- Information technology resources defined as all forms of technology used to create, process, store, transmit, exchange and use information in various forms of voice, video and data, and shall also include the personnel costs and contracts that provide direct information technology support consistent with each individual college's information technology plan.

- Single or sole source procurements for purposes of economy or efficiency in standardization of materials and equipment.

- Items for resale.

**Purpose of Acquisition of Material(s) and/or Service(s):** To replace existing core administrative ERP system for Grants, provide Big Data Analysis capabilities, and Student System through cloud-based technology services as documented in the College’s Strategic Plan (STP).

**ALL SUPPORTING DOCUMENTATION MUST BE ATTACHED.**

<table>
<thead>
<tr>
<th>REQUESTOR NAME (PRINT):</th>
<th>REQUESTOR TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patti Barney</td>
<td>VP for Information Technology</td>
</tr>
</tbody>
</table>

**REQUESTOR SIGNATURE:**

**DATE:** 6/27/13

<table>
<thead>
<tr>
<th>DIRECTOR OR AVP (PRINT):</th>
<th>TITLE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Zaida Ricciardo</td>
<td>Director, Strategic Sourcing Procurement Services</td>
</tr>
</tbody>
</table>

**SIGNATURE:**

**DATE:** 6/27/13

<table>
<thead>
<tr>
<th>SENIOR VICE PRESIDENT:</th>
<th>SENIOR VICE PRESIDENT SIGNATURE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOM OLLIFF</td>
<td></td>
</tr>
</tbody>
</table>

**DATE:** 6/27/13

**SIGNATURE REQUIRED IF OVER $55K**
C.1 CedarCrestone SIMPLE CHANGE ORDER

Broward College is electing to deploy Grants Management, and functionality for Effort Certification, Projects and Contracts. After discovery, it was determined that the Broward College Statement of Work dated September 27, 2012 is to be amended as follows:

Addition of Grants Management to include:

1. Award Management
2. Award Budgets
3. Grant Billing and Revenue Management
4. Award F&A Processing

Assumptions for Grants Management:
- Broward has confirmed 30-40 active awards
- No data conversion – Broward manually enters awards (we would provide training to do so)
- No billing history will be brought into the operational system (aka customer accounts)
- There is a single object class set with no more than 3 rate agreements
- Broward would be responsible for the creation of invoice formatting (we would provide training to do so)
- We will provide a small predefined agreed to number of custom reports (as grants does not have delivered reports yet)

Addition of Effort Certification to include:

1. Implementation of the after the fact effort certification process (not in time tracking)
2. Limited to those individuals working on sponsored projects
3. Salary Reallocations as a result of the effort certification process will be handled manually by Broward staff after certification.

Assumptions for Effort Certification:
- Limited to one effort certification type
- No changes to payroll for the implementation (i.e. All earnings in payroll that are currently set up can be deemed in or out of institutional base salary)
- Either Broward team will format and upload the WD report via EIB to assist in processing retroactive salary transfers -- Or Broward would agree to process the reallocations manually online (this would be our recommendation given the limited volume)

Addition of Contracts to include:

1. Includes additional contracts beyond the contracts described below
2. Customer Contract: Customer contracts document the operational details of customer sales agreements such as sales items or projects, important dates, payment schedules, and milestones.
3. Supplier Contract: Supplier contracts document the operational details with specified items, payment terms, and other details when goods and services are ordered against the contract and the terms follow the order from requisition to payment.

Assumptions for Contracts:
- Requirements will be gathered during the Financials deployment for the desired Contracts functionality in WD
- Configuration and Knowledge Transfer will occur during the Financials deployment while working with Broward team to do the setup.
## C.1 CedarCrestone SIMPLE CHANGE ORDER

<table>
<thead>
<tr>
<th>DATE SUBMITTED:</th>
<th>June 13, 2013</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Purpose:</strong></td>
<td>Services for the Deployment of Grants Management, Effort Certification, Project and Contracts</td>
</tr>
<tr>
<td><strong>REQUEST SUBMITTED BY:</strong></td>
<td>CedarCrestone: John Harrison</td>
</tr>
</tbody>
</table>

### CHANGE ORDER NARRATIVE:
C.1 CedarCrestone SIMPLE CHANGE ORDER

Addition of Projects to include:

1. Use of project worktag and development of reports to allow Broward users to track revenue and expenses by project.
2. The use of Project Budgets
3. Does not include full scope for project and work management

Assumptions for Projects:
- Requirements will be gathered during the Financials deployment for the desired Projects functionality in WD
- Configuration and Knowledge Transfer will occur during the Financials deployment while working with Broward team to do the setup

THE IMPACT AND/OR ADDITIVE COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:

The impact and/or additive costs associated with this change order are estimated as follows:

Additional costs estimated to be a total of 1160 hours at $208,800

1. Grants Management - 640 hours / $115,200
2. Effort Certification - 400 hours / $72,000
3. Contracts - 40 hours / $7,200
4. Projects - 80 hours / $14,400

This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Broward College Statement of Work referenced above.

The authorized representatives of the parties have signed this Change Order.

CEDARCRESTONE

CedarCrestone, Inc

By: ____________________________
Name: John Harrison
Title: VP, Higher Education Services
Effective Date: 6/18/2013

CLIENT

By: ____________________________
Name: Patti Barney
Title: VP Information Technology
Effective Date: 6/18/2013
ORDER FORM #4
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>District Board of Trustees of Broward College, Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSA Effective Date</td>
<td>September 28, 2012</td>
</tr>
<tr>
<td>Order Effective Date</td>
<td>The later of the dates beneath the parties' signatures below</td>
</tr>
<tr>
<td>Currency</td>
<td>USD</td>
</tr>
<tr>
<td>Total Training Fees</td>
<td>$23,200</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Payment #</th>
<th>Payment Due Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30 days after the Order Effective Date</td>
<td>$23,200</td>
</tr>
<tr>
<td>Total Due</td>
<td></td>
<td>$23,200</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SKU</th>
<th>Training Offering</th>
<th>Price Per TC</th>
<th>Quantity</th>
<th>Training Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC</td>
<td>Training Credits (prepaid)</td>
<td>$580</td>
<td>40</td>
<td>$23,200</td>
</tr>
</tbody>
</table>

The link to the ODE and WAT offerings will be delivered to the respective ODE and WAT Named User designated below. The Customer is responsible for providing accurate email addresses below.

<table>
<thead>
<tr>
<th>Customer Contact Information</th>
<th>Billing</th>
<th>ODE Named User</th>
<th>WAT Named User</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Name</td>
<td>Patti Barney</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Street Address</td>
<td>111 East Las Olas Blvd., Fort Lauderdale, FL</td>
<td>33301</td>
<td></td>
</tr>
<tr>
<td>City/Town,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State/Region/County,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zip/Post Code, Country</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone/Tax #</td>
<td>954-201-7523</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Email (required)</td>
<td><a href="mailto:pbarney@broward.edu">pbarney@broward.edu</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 MSA and in Addendum A attached hereto.
IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the "Order Effective Date", defined above.

District Board of Trustees of Broward College, Florida

Signature

Name

Title

Date Signed

Workday, Inc.

Signature

Name

Title

Date Signed
ADDITIONAL ORDER FORM TERMS – TRAINING

1. Classroom and Virtual Training Terms. The Training Credits purchased under this Order Form expire one (1) year from the Order Effective Date. Each Training Credit may be used for either: (i) one day of in person attendance to a Workday classroom training course at a designated Workday facility for one attendee, (ii) one day of training for one person to attend a Workday instructor-led onsite training course at a Customer facility, or (iii) two days of virtual (online remote) attendance to a Workday virtual instructor-led training course for one attendee. 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, Workday list prices will 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 cancellation of class enrollment must be received by trainadmin@workday.com or entered into the Learning Management System at least ten (10) full calendar days prior to the scheduled start date of the class. Cancellations received less than ten (10) calendar days prior to the scheduled start date are subject to the full training fee.

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 and a la carte training purchases will not count toward the cumulative number of Training Credits purchased for the purpose of bulk purchase rates. The following rates apply to the bulk purchases made hereunder and will remain in effect for at least one (1) year following the Order Effective Date:

<table>
<thead>
<tr>
<th>Number of Pre-paid Training Credits Acquired</th>
<th>Applicable Rate Per Training Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 25</td>
<td>$600</td>
</tr>
<tr>
<td>26 – 50</td>
<td>$580</td>
</tr>
<tr>
<td>51 – 75</td>
<td>$560</td>
</tr>
<tr>
<td>76 – 100</td>
<td>$540</td>
</tr>
<tr>
<td>101-249</td>
<td>$520</td>
</tr>
<tr>
<td>250+</td>
<td>$500</td>
</tr>
</tbody>
</table>

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 both: (i) the reasonable and actual travel and living expenses incurred by the instructor(s) which will be invoiced after the session, and (ii) a flat rate set-up fee of one (1) Training Credit which will be credited against Customer’s prepaid balance. 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 eleven (11) minimum and eighteen (18) maximum.

4. On-Demand Training Terms.
A “Block” is a group of five Named Users. A “Library” is a bundle of specific, related training concepts. Library offerings currently include: (i) “IHCM”, (ii) “Cross Application Technology”, (iii) “Financials”, and (iv) “Workday Payroll”. 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 ODE. 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 ODE content within a specific Library during the stated number of years above.

Page 3 of 4

Order Form (Training) between Workday and District Board of Trustees of Broward College, Florida

©2013 Workday
5. **Workday Adoption Toolkit Terms.** Workday Adoption Toolkits ("WATs") include: (i) all content listed in the applicable overview provided therewith as well as any additional content made generally available by Workday during the WAT Order Term, (ii) a facilitators guide, (iii) an FAQ, (iv) videos, and (v) sample internal marketing materials. During the WAT Order Term, Workday hereby grants to Customer a non-exclusive, nontransferable license to use, copy, customize and create derivative works of the WATs solely for the purpose of internally distributing the relevant WAT 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 WATs made by it. Subject to Workday’s underlying intellectual property rights in the WATs 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 WATs (“WAT Improvements”). Customer grants to Workday a royalty-free, irrevocable license to use, copy, distribute, and create derivative works of any and all WAT Improvements. Customer agrees that WAT Improvements may include Workday Confidential Information that is subject to the nondisclosure and use restrictions set forth in the MSA. 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 WAT 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 MSA. 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. This Order Form is non-cancelable and associated fees are non-refundable and non-transferable, and cannot be used as a credit toward any other amounts due to Workday. 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 #5
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

<table>
<thead>
<tr>
<th>Customer Name</th>
<th>District Board of Trustees of Broward College, Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSA Effective Date</td>
<td>September 28, 2012</td>
</tr>
<tr>
<td>Order Effective Date</td>
<td>The later of the dates beneath the parties’ signatures below</td>
</tr>
<tr>
<td>Order Term</td>
<td>June 1, 2013 through September 27, 2017</td>
</tr>
<tr>
<td>Order Term in Months</td>
<td>52</td>
</tr>
<tr>
<td>Currency</td>
<td>USD</td>
</tr>
<tr>
<td>Total Subscription Fee</td>
<td>$173,788</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Payment #</th>
<th>Payment Due Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30 days after the Order Effective Date</td>
<td>$57,931</td>
</tr>
<tr>
<td>2</td>
<td>September 28, 2014</td>
<td>$38,619</td>
</tr>
<tr>
<td>3</td>
<td>September 28, 2015</td>
<td>$38,619</td>
</tr>
<tr>
<td>4</td>
<td>September 28, 2016</td>
<td>$38,619</td>
</tr>
<tr>
<td><strong>Total Subscription Fees</strong></td>
<td></td>
<td><strong>$173,788</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SKU</th>
<th>Service</th>
<th>Permitted FTE Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>GM</td>
<td>Grants Management</td>
<td>1,813</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Subscription Fees for Additional FTE Employees</th>
<th>Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>GM</td>
<td>$19.17</td>
</tr>
</tbody>
</table>

**Customer Contact Information**

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Billing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Patti Barney</td>
<td>Patti Barney</td>
</tr>
<tr>
<td>Street Address</td>
<td>111 East Las Olas Blvd</td>
</tr>
<tr>
<td>City/Town, State/Region/County, Zip/Post Code, Country</td>
<td>Fort Lauderdale, FL 33301</td>
</tr>
<tr>
<td>Phone/Fax #</td>
<td>9542017520</td>
</tr>
<tr>
<td>Email (required)</td>
<td><a href="mailto:pbarney@broward.edu">pbarney@broward.edu</a></td>
</tr>
</tbody>
</table>

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 MSA and in Addendum A attached hereto. Customer is purchasing the Service that is currently available.

**Fiscal Funding Termination.** Customer will seek to obtain funding for each fiscal year of this Order Form. When State or Federal funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of this Order Form, in whole or in part. Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday’s receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has issued a purchase order and the received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year’s subscription fee.
Right of Rescission. If Customer notifies Workday by 5:00 p.m. Eastern time on July 15, 2013 that its Board has not approved this Order Form, it shall be null and void. Notice may take the form of facsimile to 925.660.3749 or email to signedcontracts@workday.com. Should notice not be received by such time, this Order Form will be in full force and effect. Work will not commence until the rescission period has expired. Customer may provide earlier notice to Workday that its Board has approved this Order Form, in which case the rescission period shall immediately expire.

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

District Board of Trustees of Broward College, Workday, Inc.
Florida

J. DAVID ARMSTRONG, JR.       DAVE DUFFIELD
Name

PRESIDENT                     CO-Founder Co-CEO
Title

6/25/13                        6/25/13
Date Signed                    Date Signed

APPROVED AS TO FORM
AND LEGALITY:

GREGORY A. HAILE
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 referenced MSA between Workday and Customer (the "Agreement"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to "Annual" or "Year" in this Order Form have the same meaning as in Order Form #1 between the parties. The "Service" licensed to Customer hereunder is limited to that listed on the Order Form and the number of Employees shown. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Employees. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation.

2. FTE Workers and Growth. The maximum number of Full-Time Equivalent Employees ("FTE Employees") for which the Service may be used by Customer and which are included in the Subscription Fee is as set forth in this Order Form. The number of FTE Workers is calculated by first multiplying the number of workers in each category of workers by the applicable percentage rate specified below and then adding the resulting numbers for each category of worker together for a total sum.

Sample Total FTE Worker Calculation:

<table>
<thead>
<tr>
<th>Worker Category</th>
<th>Applicable Number</th>
<th>Applicable Percentage</th>
<th>FTE Worker Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Employees (Full-Time)</td>
<td>1,300</td>
<td>100.0%</td>
<td>1,300</td>
</tr>
<tr>
<td>Regular Employees (Part-Time)</td>
<td>1,800</td>
<td>25.0%</td>
<td>450</td>
</tr>
<tr>
<td>Associates</td>
<td>500</td>
<td>12.5%</td>
<td>63</td>
</tr>
<tr>
<td>Totals:</td>
<td>3,600</td>
<td></td>
<td>1,813</td>
</tr>
</tbody>
</table>

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

"Full-Time Employee" means a full-time employee (faculty and other staff) as reported by Customer to the Integrated Postsecondary Education Data System annually in the fall.

"Part-Time Employee" means a part-time employee (faculty and other staff) as reported by Customer to the Integrated Postsecondary Education Data System annually in the fall.

"Associate" means an individual not counted as a Full-Time Employee or Part-Time Employee but in one of the following categories: temporary employees, student workers, visiting academics, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.

Customer may increase the permitted number of FTE Employees during the Order Term (each an "Additional FTE Worker") by providing written notice to Workday and paying Workday a Subscription Fee for Additional FTE Employees for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31st each year, Customer must report to Workday the actual number of FTE Employees as of October 15th and specify the number in each worker category. If the actual number of FTE Employees is higher than the number of permitted FTE Employees stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FTE Employees for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FTE Employees is calculated by multiplying the increase in the number of FTE Employees for each particular Service category by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FTE Employees falls below the stated number of permitted FTE
Employees. Subscription Fees for Additional FTE Employees are due within thirty (30) days of the invoice date. An Order Form will be required for FTE Worker increases.

3. **Renewal.** Upon completion of the Order Term, Customer may elect to continue use of the Service for the one year period beginning at the end of the Order Term at the annual rate of $40,104.

The Renewal Subscription Fees set forth above cover only the above stated permitted number of FTE Employees. The Renewal Subscription Fees along with applicable Subscription Fees for Additional Employees for the full renewal Year are due on the first day of the corresponding renewal Year. During each renewal Year, the Subscription Fees per Additional Employee rate (above) will be increased by the same percentage rate that the annual Subscription Fee increased for the corresponding Year.

Additionally, upon Customer’s request at any time following the third anniversary of the Initial Term, Workday and Customer will engage in good faith negotiations regarding Subscription Fees for Customer’s use of the Service for a period of time following completion of the optional Year 6 period. Renewals will be documented with a new Order Form.

4. **Service Credits.** In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer’s sole and exclusive remedy, at Customer’s request, Workday shall provide service credits in accordance with the following matrix:

   a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
   b. Second consecutive month: 10% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
   c. Third consecutive month: 20% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
   d. Fourth consecutive month: 30% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
   e. Fifth consecutive month: 40% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
   f. Sixth consecutive month: 50% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
   g. More than six consecutive months: either party shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid and unearned subscription fees. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.
ORDER FORM #6
TO MASTER SUBSCRIPTION AGREEMENT ("MSA")

Customer Name: District Board of Trustees of Broward College, Florida

MSA Effective Date: September 28, 2012
Order Effective Date: The later of the dates beneath the parties’ signatures below
Order Term: June 1, 2013 through September 27, 2017
Order Term in Months: 52
Currency: USD
Total Subscription Fee: $319,725

<table>
<thead>
<tr>
<th>Payment #</th>
<th>Payment Due Date</th>
<th>Payment Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30 days after the Order Effective Date</td>
<td>$106,575</td>
</tr>
<tr>
<td>2</td>
<td>September 28, 2014</td>
<td>$71,050</td>
</tr>
<tr>
<td>3</td>
<td>September 28, 2015</td>
<td>$71,050</td>
</tr>
<tr>
<td>4</td>
<td>September 28, 2016</td>
<td>$71,050</td>
</tr>
<tr>
<td>Total Subscription Fees</td>
<td></td>
<td>$319,725</td>
</tr>
</tbody>
</table>

SKU: Service: Permitted FTE Employees
BDA: Big Data Analytics: 1,813

Annual Subscription Fees per Additional FTE Employee: Fees
BDA: $13.57

BDA Usage Tier: SKU: 2TB/30K
Maximum Data Volume in Terabytes: 2
Maximum Compute Hours per Year: 30,000

Customer Contact Information: Billing
Contact Name: Patti Barney
Street Address: 111 East Las Olas Blvd.
City/Town, State/Region/County: Fort Lauderdale, FL 33301
Zip/Post Code, Country: United States
Phone/Fax #: 9542017520
Email (required): pbarney@broward.edu

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 MSA and in Addendum A attached hereto. Customer is purchasing the Service that is currently available.

The BDA Service is not generally available and is not required for use of the other Service applications licensed hereunder. The BDA Service, if and when available, is provided in English only and no language translations are available. The BDA Service is also subject to the terms in Addendum B attached hereto. Customer’s license to use the BDA Service begins on the BDA General Availability Date, which will be communicated via the Workday Community.

Fiscal Funding Termination. Customer will seek to obtain funding for each fiscal year of this Order Form. When State or Federal funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of this Order Form, in whole or in part. Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease.

Page 1 of 8
Order Form #6 - District Board of Trustees of Broward College, Florida

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and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday’s receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has issued a purchase order and the received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year’s subscription fee.

Right of Recission. If Customer notifies Workday by 5:00 p.m. Eastern time on July 15, 2013 that its Board has not approved this Order Form, it shall be null and void. Notice may take the form of facsimile to 925.660.3749 or email to signedcontracts@workday.com. Should notice not be received by such time, this Order Form will be in full force and effect. Work will not commence until the rescission period has expired. Customer may provide earlier notice to Workday that its Board has approved this Order Form, in which case the rescission period shall immediately expire.

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

<table>
<thead>
<tr>
<th>District Board of Trustees of Broward College, Florida</th>
<th>Workday, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>J. DAVID ARMSTEAD JR.</td>
<td>DAVE SIEFFIELD</td>
</tr>
<tr>
<td>Name</td>
<td>Name</td>
</tr>
<tr>
<td>P R E S I D E N T</td>
<td>Co-Founder Co-CFO</td>
</tr>
<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>6/15/13</td>
<td>6/15/13</td>
</tr>
<tr>
<td>Date Signed</td>
<td>Date Signed</td>
</tr>
</tbody>
</table>

APPROVED AS TO FORM AND LEGALITY:

GREGORY A. HAILE

Page 2 of 8
Order Form #6 - District Board of Trustees of Broward College, Florida

©2013 Workday
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 referenced MSA between Workday and Customer (the "Agreement"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to "Annual" or "Year" in this Order Form have the same meaning as in Order Form #1 between the parties. The "Service" licensed to Customer hereunder is limited to that listed on the Order Form and the number of Employees shown. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of Employees. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation.

2. **FTE Employees and Growth.** The maximum number of Full-Time Equivalent Employees ("FTE Employees") for which the Service may be used by Customer and which are included in the Subscription Fees set forth in this Order Form.

Sample Total FTE Employee Calculation:

<table>
<thead>
<tr>
<th>Worker Category</th>
<th>Applicable Number</th>
<th>Applicable Percentage</th>
<th>FTE Employee Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Employees (full-time)</td>
<td>1,300</td>
<td>100%</td>
<td>1,300</td>
</tr>
<tr>
<td>Regular Employees (part-time)</td>
<td>1,800</td>
<td>25%</td>
<td>450</td>
</tr>
<tr>
<td>Associates</td>
<td>500</td>
<td>12.5%</td>
<td>63</td>
</tr>
<tr>
<td><strong>3,600</strong></td>
<td><strong>Total FTE Employees:</strong></td>
<td><strong>1,813</strong></td>
<td></td>
</tr>
</tbody>
</table>

"Regular Employees" means full-time and part-time employees (faculty and other staff) as reported by Customer to the Integrated Postsecondary Education Data System annually in the fall.

"Associates" means individuals not counted as a Regular Employee but in one of the following categories: temporary employees, student Employees, visiting academics, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors.

Customer may increase the permitted number of FTE Employees for BDA during the Order Term (each an "Additional FTE Employee") by paying Workday a Subscription Fee for Additional FTE Employees in accordance with the table above. The Subscription Fee for Additional FTE Employees is calculated by multiplying the increase in the number of Employees for HCM by the applicable fee for BDA. Subscription Fees for Additional FTE Employees are due within thirty (30) days of invoice upon confirmation that Customer's total FTE Employee count has exceeded the permitted number of FTE Employees for BDA as set forth above. If Customer chooses to increase the permitted number of FTE Employees in advance of the growth, a new Order Form will be required. Subscription Fees for Additional FTE Employees will be pro-rated for any partial Year and will be due for the remainder of the Term of this Order Form.

3. **Big Data Analytics Service.** The number of permitted FSE Employees for the BDA Service must be the same as for HCM. In addition, the BDA Service use is limited to the Usage Tier subscribed to in this Order Form and the corresponding Annual Usage Tier Fee is included in the Total Subscription Fee stated in this Order Form. During the Order Term, Customer may not move to a lower Usage Tier. Usage (data and compute hours) related to all Customer environments (production and non-production) will be measured in the aggregate. Increases in the FSE Employees count will not automatically increase the applicable Usage Tier. If Customer desires to move to a higher Usage Tier, Customer may make such request by opening a Workday support case. The difference between the Annual Usage Tier Fee for the
Usage Tier originally subscribed to and the Annual Usage Tier Fee for the new Usage Tier will be prorated and due for the remainder of the Order Term. An Order Form will be required for BDA Usage Tier increases. Should Customer choose to remain in the current Usage Tier and Customer exceeds the contracted Usage Tier, an additional fee of $11,000 (annual rate) per additional terabyte and 15,000 additional compute hours will be invoiced (pro-rated for the remainder of the then-current annual period of the Order Term. Such fees billed are non-refundable and non-cancellable. Notwithstanding anything to the contrary in this Order Form, the Usage Tier fees for any renewal term will be at Workday’s then-current standard rates. As of the Order Effective Date, the Usage Tiers and applicable fees are as follows:

<table>
<thead>
<tr>
<th>BDA Usage Tiers</th>
<th>Data Storage (Maximum Data Volume in Terabytes)</th>
<th>Compute (Maximum Compute Hours per Year)</th>
<th>Annual Usage Tier Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2TB/30K</td>
<td>2</td>
<td>30,000</td>
<td>$20,000</td>
</tr>
<tr>
<td>5TB/65K</td>
<td>5</td>
<td>65,000</td>
<td>$45,000</td>
</tr>
<tr>
<td>20TB/200K</td>
<td>20</td>
<td>200,000</td>
<td>$150,000</td>
</tr>
<tr>
<td>50TB/500K</td>
<td>50</td>
<td>500,000</td>
<td>$350,000</td>
</tr>
</tbody>
</table>

4. **Renewal.** Upon Customer’s request at any time during the Order Term, Workday will provide its then-current prices for renewal of this Order Form and will engage in good faith negotiations regarding Subscription Fees for Customer’s use of the Service for a period of time following completion of the Order Term (“Renewal Term”). The Renewal Term and the Subscription Fees due during the Renewal Term (“Renewal Fees”) will be documented with a new Order Form. Renewal Fees are due by the first day of the Renewal Term to ensure continuous Service.

5. **Service Credits.** In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer’s sole and exclusive remedy, at Customer’s request, Workday shall provide service credits in accordance with the following matrix:

a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
b. Second consecutive month: 10% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
c. Third consecutive month: 20% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
d. Fourth consecutive month: 30% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
e. Fifth consecutive month: 40% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
f. Sixth consecutive month: 50% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
g. More than six consecutive months: Within thirty (30) days of such failure either party shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date written notice of such termination is received.

h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.
ADDENDUM B

WORKDAY BIG DATA ANALYTICS ("BDA") ADDITIONAL TERMS AND CONDITIONS

Notwithstanding anything to the contrary in the MSA (including any statement that the MSA terms will prevail in the event of conflict or inconsistency), the parties expressly agree that the terms of this Addendum B will apply to Customer's use of the BDA Service and relating thereto will amend the terms of the MSA to the extent they conflict with or are not covered by the MSA.

1. Definitions. In relation to the BDA Service, the following terms have the meaning set forth below:

"BDA Service" means the Workday Big Data Analytics software-as-a-service offering, which includes access to the BDA Infrastructure.

"BDA Explorer" means the data exploration and analysis engine that uses data in the BDA Repository.

"BDA Infrastructure" means the BDA Repository, the BDA Explorer and the BDA Templates.

"BDA Templates" means the connectors, integrations or analytic templates provided by Workday for use with the BDA Repository and the BDA Explorer.

"BDA Repository" means the repository where Customer will store data it exports from the Workday Service and other sources for use with the BDA Explorer.

"Repository Content" means any data in the BDA Repository as imported by Customer from any source, including but not limited to data imported directly from the Workday Service.

2. Permitted Uses of the BDA Service. Beginning on the date the BDA Service is made generally available for Production use, which will be communicated via the Workday Community, Workday grants Customer a license to use the BDA Service pursuant to the terms of this Order Form and solely to store and analyze data for the internal business purposes of Customer and its Affiliates but only Affiliates with all of its Employees having records in the HCM Service and included in the number of Permitted FSE Employees in a current Order Form. Customer may bring any data into the BDA Repository but only to the extent Customer has all necessary rights and licenses to do so. Workday is not responsible for obtaining rights for Customer or any other party to use any specific data, even where Workday has provided BDA Templates to facilitate use of third party data. The BDA Templates are subject to change or removal at Workday's sole discretion. Customer is solely responsible for complying with the data owner's applicable terms of use. Customer's use of the BDA Infrastructure will be managed through issuance of license keys and other mechanisms that may prevent Customer from exceeding the subscribed to Usage Tier. The data storage and computer measuring tools will be deemed accurate and reliable as they are provided by Amazon Web Service, Inc. ("AWS") in the normal course of AWS's business and are not subject to audit or review by Workday or Customer. Workday is not required to escrow third party source code that is used in the BDA Infrastructure.

3. Terms of Use and Suspension. Customer will comply with and cause its Affiliates and Authorized Parties to comply with the AWS Acceptable Use Policy which can be found at http://aws.amazon.com/aup/ (the "AWS AUP"), which is subject to change at the discretion of AWS. Customer understands and agrees that access to the BDA Infrastructure may be suspended at AWS' discretion if AWS believes there has been a violation of its AWS AUP. Customer agrees that any such suspension will not trigger any Service Credits due to Customer and will not be deemed at breach of this Agreement by Workday. Customer agrees to cooperate with Workday and AWS in the investigation of any actual or alleged violation of the AWS AUP.
4. **BDA Infrastructure Privacy and Security.** Notwithstanding anything to the contrary herein, Customer understands and agrees that Customer is solely responsible for the transfer of personal data to the BDA Repository. Workday is authorized to use AWS as a subprocessor for the BDA Service and the AWS operations and facilities are not covered under any of Workday’s existing audit reports or the Workday Customer Audit Program. Customer is responsible for informing any Customer Affiliates of this subprocessor and for getting any necessary consents. If Customer has signed an NDA with AWS and AWS has provided consent to Workday to disclose AWS audit reports to Customer, a copy of the applicable AWS audit report will be provided to Customer upon request. During the Order Term, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Repository Content; (ii) protect against threats or hazards to the security or integrity of Repository Content; and (iii) prevent unauthorized access to Repository Content. Workday agrees to abide by, and require its subprocessors to abide by, the Workday BDA Infrastructure Security Exhibit. For the avoidance of doubt, no Repository Content will be considered Customer Data (as that term is defined in the Agreement). As relates to any and all Repository Content, this Addendum controls over any additional or conflicting terms in the Agreement or any executed data processing or transfer agreement or EU model clauses between the parties or between Workday and Customer’s Affiliates. Neither Workday nor its subprocessors will be required to execute additional data processing or transfer agreements or the EU model clauses for the BDA Service.

5. **Unauthorized Disclosure of Repository Content.** If either party believes that there has been a disclosure of Repository Content to anyone other than an Authorized Party or Workday, such party must promptly notify the other party. Additionally, each party will reasonably assist the other party in remedying 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. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

6. **Disaster Recovery.** Workday will have a standard disaster recovery plan to support the following for the production BDA Service: import and export job definitions, workbook calculations and definitions, and infographics. Customer understands and agrees that Workday’s disaster recovery plan and business continuity plan do not support or apply to the BDA Infrastructure. Due to the fact that Repository Content can, in most cases, be re-imported by Customer at Customer’s discretion, there will be no redundant, mirror or sandbox environment containing any such data. Therefore, if for any reason whatsoever any of Customer’s Repository Content is unavailable for use, Customer may have to re-import to the BDA Repository at its own expense. However, Workday will back-up the production Repository Content on a weekly basis and, in case of a disaster, Workday will make such data available to Customer within two (2) business days.

7. **BDA SERVICE WARRANTY DISCLAIMER.** WORKDAY DOES NOT WARRANT THAT ANY SPECIFIC COMPONENTS OF THE BDA INFRASTRUCTURE OR REPOSITORY CONTENT WILL ALWAYS BE AVAILABLE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE BDA SERVICE IS PROVIDED "AS IS" AND WORKDAY, ITS AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE BDA SERVICE OR ANY REPOSITORY CONTENT, INCLUDING ANY WARRANTY THAT THE BDA SERVICE OR ACCESS TO REPOSITORY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OR HARMFUL COMPONENTS, OR THAT REPOSITORY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WORKDAY, ITS AFFILIATES AND ITS LICENSORS DISCLAIM ALL WARRANTIES RELATING TO THE BDA SERVICE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.
8. **Changes to Hosted Infrastructure for BDA.** Customer understands that Workday may change its hosted infrastructure vendor for the BDA Infrastructure or move all or additional portions of the BDA Service into a Workday hosted co-location data center.

9. **BDA Service SLA Exclusions.** The Service Availability and Service Response minimum commitments in the Workday SLA do not apply to any unavailability, suspension or termination of the BDA Service, or any other performance issues (i) that result from a suspension by AWS; (ii) caused by factors outside of Workday’s reasonable control (or the reasonable control of AWS), including any industrial disturbances, electrical or power outage, utilities or telecommunications failures, or blockages; (iii) that result from any actions or inactions of Customer or any third party; (iv) that result from equipment, software or other technology not within Workday’s direct control; (v) that result from failures of individual instances of AWS not attributable to AWS region unavailability; or (vi) arising from AWS suspension or termination of Workday’s right to use AWS.

10. **Service Credits for the BDA Service.** In the event of a failure by Workday to meet the Production Service Availability and Service Response minimums as set forth in the SLA for the BDA Generally Available Service (subject to the exclusions set forth above), as Customer’s sole and exclusive remedy, at Customer’s request, Workday shall provide service credits in accordance with the following matrix:

   a. First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
   b. Second consecutive month: 10% of the Subscription Fee paid for the applicable month for the BDA Service
   c. Third consecutive month: 20% of the Subscription Fee paid for the applicable month for the BDA Service
   d. Fourth consecutive month: 30% of the Subscription Fee paid for the applicable month for the BDA Service
   e. Fifth consecutive month: 40% of the Subscription Fee paid for the applicable month for the BDA Service
   f. Sixth consecutive month: 50% of the Subscription Fee paid for the applicable month for the BDA Service
   g. More than six consecutive months: Within thirty (30) days of such failure either party shall have the option to terminate the subscription for the BDA Service only and upon such termination Customer shall receive a refund of all prepaid subscription fees for the BDA Service that are unearned as of the date written notice of such termination is received.
   h. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.
IN WITNESS WHEREOF, this Addendum to Order Form is entered into and becomes a binding part of the above-referenced MSA as of the later of the dates beneath the parties' signatures below.

District Board of Trustees of Broward College, Florida

[Signature]

Name: J. David Armstrong, Jr.
Title: President
Date Signed: 6/25/13

Workday, Inc.

[Signature]

Name: Dave Gifford
Title: Co-Founder, Co-CEO
Date Signed: 6/25/13

APPROVED AS TO FORM
AND LEGALITY:

[Signature]

GREGORY A. HALE

Page 8 of 8
Order Form #6 - District Board of Trustees of Broward College, Florida

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## ORDER FORM #7

**TO MASTER SUBSCRIPTION AGREEMENT ("MSA")**

(for Student System Design Partners)

<table>
<thead>
<tr>
<th><strong>Customer Name</strong></th>
<th>District Board of Trustees of Broward College, Florida</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MSA Effective Date</strong></td>
<td>September 28, 2012</td>
</tr>
<tr>
<td><strong>Order Effective Date</strong></td>
<td>The later of the dates beneath the parties’ signatures below</td>
</tr>
<tr>
<td><strong>Order Term</strong></td>
<td>June 25, 2013 through June 24, 2017</td>
</tr>
<tr>
<td><strong>Order Term in Months</strong></td>
<td>51</td>
</tr>
<tr>
<td><strong>Currency</strong></td>
<td>USD</td>
</tr>
<tr>
<td><strong>Total Subscription Fee</strong></td>
<td>$1,575,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Payment #</strong></th>
<th><strong>Payment Due Date</strong></th>
<th><strong>Payment Amount</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>June 25, 2013 (for 6/25/2013-6/24/2014)</td>
<td>$0</td>
</tr>
<tr>
<td>2</td>
<td>June 25, 2014 (for 6/25/2014-6/24/2015)</td>
<td>$315,000.00</td>
</tr>
<tr>
<td>3</td>
<td>June 25, 2015 (for 6/25/2015-6/24/2016)</td>
<td>$630,000.00</td>
</tr>
<tr>
<td>4</td>
<td>June 25, 2016 (for 6/25/2016-6/24/2017)</td>
<td>$630,000.00</td>
</tr>
<tr>
<td><strong>Total Subscription Fees</strong></td>
<td><strong>$1,575,000.00</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>SKU</strong></th>
<th><strong>Service</strong></th>
<th><strong>Permitted FTE Students</strong></th>
</tr>
</thead>
</table>
| WSS     | Workday Student System includes the following components, *if and when available*:
|         | Student Recruiting |
|         | Admissions |
|         | Student Records |
|         | Academic Advising |
|         | Financial Aid |
|         | Student Accounts |
|         | Student Portfolio |
|         | Faculty Portfolio |
|         | Student Retention |
|         | Institutional Effectiveness |
|         | Academic Foundation | 28,039 |

### Annual Subscription Fees per Additional FTE Student

<table>
<thead>
<tr>
<th><strong>FTE Student</strong></th>
<th><strong>Fees</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>6/25/2013-6/24/2014</td>
<td>$0</td>
</tr>
<tr>
<td>6/25/2014-6/24/2015</td>
<td>$14.60</td>
</tr>
<tr>
<td>6/25/2015-6/24/2016</td>
<td>$29.21</td>
</tr>
<tr>
<td>6/25/2016-6/24/2017</td>
<td>$29.21</td>
</tr>
</tbody>
</table>

### Number of Named Support Contacts

<table>
<thead>
<tr>
<th><strong>Customer Contact Information</strong></th>
<th><strong>Billing</strong></th>
<th><strong>Customer Support</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contact Name</strong></td>
<td>Patti Barney</td>
<td>Patti Barney</td>
</tr>
<tr>
<td><strong>Street Address</strong></td>
<td>111 East Las Olas Blvd., Fort Lauderdale, FL 33301</td>
<td>111 East Las Olas Blvd., Fort Lauderdale, FL 33301</td>
</tr>
<tr>
<td><strong>City/Town, State/Region/County, Zip/Post Code, Country</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Phone/Fax #</strong></td>
<td>954-201-7523</td>
<td>954-201-7523</td>
</tr>
<tr>
<td><strong>Email (required)</strong></td>
<td><a href="mailto:pbarney@broward.edu">pbarney@broward.edu</a></td>
<td><a href="mailto:pbarney@broward.edu">pbarney@broward.edu</a></td>
</tr>
</tbody>
</table>
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 MSA and in Addendum A attached hereto. The Student System Service is not generally available and is not required for use of the other Service applications licensed by Customer. The Student System Service, if and when available, is provided in English only and no language translations are available. Customer’s license to use the Student System Service begins when the first component is made available for Production use by Workday (“First General Availability”). Customer may use the Student System Service for Production purposes only to the extent the components are made available for Production use by Workday. The date of each component’s availability for Production use will be communicated via the Workday Design Partner Program for Workday Student System.

Customer is also entering into a separate agreement to participate in Workday’s Design Partner Program for Student System. Any use of Student System prior to First General Availability or for non-Production use will be in accordance with that separate agreement.

Official names for Student System and its components may change. Customer is entitled to the functionality indicated by such components listed in this Order Form, regardless of naming changes. Workday may introduce additional components to Student System for additional fees; the subscription to Student System does not include those additional, separately priced components.

**Fiscal Funding Termination.** Customer will seek to obtain funding for each fiscal year of this Order Form. When State or Federal funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, Customer may terminate the impacted portion of this Order Form, in whole or in part. Customer will give Workday written notice thirty (30) days prior to the effective date of any such termination. All obligations of Customer to make payments after the termination date will cease and all Workday obligations to provide the Service will terminate. Notwithstanding the foregoing, Customer will pay for (i) the entire time period the Service was made available to Customer prior to Workday’s receipt of notice of termination for non-appropriation; and (ii) for all amounts and Service periods for which Customer has issued a purchase order and the received services. Customer shall not execute any Order Form unless funds have been appropriated for at least the first year’s subscription fee.

**Right of Rescission.** If Customer notifies Workday by 5:00 p.m. Eastern time on July 15, 2013 that its Board has not approved this Order Form, it shall be null and void. Notice may take the form of facsimile to 925.660.3749 or email to signedcontracts@workday.com. Should notice not be received by such time, this Order Form will be in full force and effect. Work will not commence until the rescission period has expired. Customer may provide earlier notice to Workday that its Board has approved this Order Form, in which case the rescission period shall immediately expire.

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

District Board of Trustees of Broward College,  Workday, Inc.
Florida

Signature  Signature

J. DAVID ARMSTRONG, JR.  DAVE BUFFIELD

Name  Name

President  Co-Founder, CEO

Title  Title

6/25/13  6/25/13

Date Signed  Date Signed

APPROVED AS TO FORM AND LEGALITY:

GREGORY A. HAILE

Page 3 of 5
Order Form #1 - District Board of Trustees of Broward College, Florida

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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 referenced MSA between Workday and Customer (the "Agreement"). In the event of a conflict between the terms of this Order Form and the terms of the Agreement, the terms of this Order Form shall prevail. References to "Annual" or "Year" in this Order Form mean the consecutive 12-month period during the Order Term. The "Service" licensed to Customer hereunder is limited to that listed on the Order Form and the number of FTE Students shown. The total Subscription Fee for the use of the Service during the Order Term is only for the stated permitted number of FTE Students. Except as stated herein, the Service may be used by Customer on a worldwide basis, subject to export regulations. Workday makes country-specific features available only in accordance with the Documentation. In all places in the Agreement where the term "Employees" is used, it is agreed that it will now be deemed to be "Employees and Students". The term "Students" means enrolled students of Customer and applicants, as well as parents of Students and former Students.

2. FTE Students and Growth. The maximum number of Full-Time Equivalent Students ("FTE Students") for which the Service may be used by Customer and which are included in the Subscription Fee is as set forth in this Order Form. FTE Students is the total count of full time equivalent students enrolled across all Customer campuses and online courses, which shall be calculated by adding the IPEDS and non-IPEDS components. The IPEDS component is derived from the student enrollment figures Customer provides to the United States Department of Education each fall, with each reported full-time student counting as one full time equivalent student and all other reported students each counting as one-half (1/2) of a full time equivalent student. The non-IPEDS component consists of any students not included in an IPEDS report. For non-IPEDS students, the full time equivalent is determined by dividing the total number of course hours enrolled after the add/drop period for its fall semester or quarter for such non-IPEDS students by fifteen (15) to determine full time equivalent students. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. In the event that the IPEDS report is discontinued, FTE Students shall be calculated utilizing the method described above for non-IPEDS students. Customer can exclude from its count any students who are not tracked in any way by the Service.

3. Customer may increase the permitted number of FTE Students during the Order Term (each an "Additional FTE Student") by providing written notice to Workday and paying Workday a Subscription Fee for Additional FTE Students for any such increased use of the particular Service category in accordance with the rate table in this Order Form. No later than October 31st each year, Customer must report to Workday the actual number of FTE Students (calculated as described above) as of October 15th. If the actual number of FTE Students is higher than the number of permitted FTE Students stated in this Order Form, Customer will be invoiced for the applicable Subscription Fees for Additional FTE Students for such overage for the full annual period of this Order Form that is in progress as of October 15th. The Subscription Fee for Additional FTE Students is calculated by multiplying the increase in the number of FTE Students by the applicable fee. For the avoidance of doubt, the total Subscription Fees set forth herein for the Order Term will be due even if the actual number of FTE Students falls below the stated number of permitted FTE Students. Subscription Fees for Additional FTE Students are due within thirty (30) days of the invoice date. An Order Form will be required for FTE Student increases.

4. Renewal. Upon completion of the Initial Term, Customer may elect to continue use of the Service for the below listed immediately following annual periods by renewing this Order Form at the follow rates:

<table>
<thead>
<tr>
<th>Annual period beginning at the end of the Initial Term</th>
<th>Applicable Annual Renewal Subscription Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 4</td>
<td>$756,000.00</td>
</tr>
</tbody>
</table>

©2013 Workday
The Renewal Subscription Fees set forth above cover only the above stated permitted number of FTE Students. The Renewal Subscription Fees along with applicable Subscription Fees for Additional FTE Students for the full renewal Year are due on the first day of the corresponding renewal Year. During each renewal Year, the Subscription Fees per Additional FTE Student rate (above) will be increased by the same percentage rate that the annual Subscription Fee increased for the corresponding Year. Renewal fees are due by the first day of the Renewal Term to ensure continuous service.

Additionally, upon Customer’s request at any time following the second anniversary of the Initial Term, Workday and Customer will engage in good faith negotiations regarding Subscription Fees for Customer’s use of the Service for a period of time following completion of the optional Year 4 period. Renewals will be documented with a new Order Form.

5. Service Credits. Workday will provide SLA Service Credits as set forth in the Agreement. In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer’s sole and exclusive remedy, at Customer’s request, Workday shall provide service credits in accordance with the following:

- First month of missed availability or response minimum: The parties shall meet to discuss possible corrective actions
- Second consecutive month: 10% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
- Third consecutive month: 20% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
- Fourth consecutive month: 30% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
- Fifth consecutive month: 40% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
- Sixth consecutive month: 50% of the Subscription Fee (listed above) paid for the applicable month for the affected Service
- More than six consecutive months: either party shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid and unearned subscription fees.

Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.