

## WORKDAY PURCHASE ORDER TERMS AND CONDITIONS – CZECH REPUBLIC

These Workday Purchase Order Terms and Conditions (“**Terms**”) apply to the provision of products and services by Supplier, defined below, to Workday.

By entering into a Purchase Order, Supplier acknowledges and agrees (a) that Supplier has read all of the terms and conditions of these Terms, and (b) to be legally bound by all of the terms and conditions set forth in these Terms.

Each Purchase Order together with these Terms constitute the “**Agreement**”.

### 1. DEFINITIONS

1.1 “**Affiliate**” means, with regard to a given party, any company or legally recognizable entity that directly or indirectly (a) controls that party, (b) is controlled by that party, or (c) is under common control with that party, where control is defined as possession of the power to direct or cause the direction of the management and policies of a legally recognizable entity, through direct or indirect majority ownership or minimum percentage ownership that would grant the party a controlling interest in such entity. An entity will be deemed an Affiliate only so long as such control exists.

1.2 “**Applicable Law**” means all constitutions, laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits and legally binding requirements of all federal, country, international, state and local governmental authorities applicable to either party’s performance under the Agreement.

1.3 “**Data Protection Legislation**” means all applicable data protection legislation, regulations and codes of conduct being in force and which are applicable to either party and the provision of or receipt of any of the Products;

1.4 “**Intellectual Property Rights**” means any and all patent rights, copyrights, moral rights, trademark rights, trade secret rights and any other form of intellectual property or proprietary rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

1.5 “**Product**” means any one or more product, service or other item, including but not limited to tangible items, software, designs or other technology, to be provided by Supplier to Workday as expressly set forth in a Purchase Order.

1.6 “**Purchase Order**” means a written authorization issued by Workday to authorize Supplier to provide one or more Products.

1.7 “**Supplier**” means the supplier identified in a Purchase Order and all of its Affiliates.

1.8 “**Workday**” means Workday CZ s.r.o.

1.9 “**Workday Entity**” means Workday and all of its Affiliates.

## 2. ORDERS

All purchases from Supplier are made pursuant to Purchase Orders. Workday, and not any other Workday Entity, will be solely responsible for its obligations under a Purchase Order, including, but not limited to, payment obligations.

At any time after issuing a Purchase Order, but before shipment of the applicable Product or, if such Product is a service, prior to provision of such applicable service, Workday may cancel (withdraw from the contract), add to, reschedule, or otherwise change, in whole or in part, any Purchase Order without liability by written notice to Supplier, provided that increases in quantity or changes to the type of Products, must (a) be in writing, (b) include any agreed upon price, fees, rate or schedule changes, and (c) be signed by an authorized representative of both parties.

## 3. PACKAGING AND DELIVERY

Supplier must, as applicable, package all Products in suitable packing materials and in accordance with (a) Workday's instructions, if any, (b) applicable Product specifications, and (c) general industry standards to ensure resistance to damage and to permit safe transportation and handling. Each delivered package must be properly labeled and marked to identify contents without opening and must contain packing sheets listing the contents. The applicable Purchase Order number must appear on all shipping documents, packing sheets, delivery tickets, and bills of lading or airway bills.

Unless otherwise set forth in the Purchase Order, all Products will be shipped DDP (Incoterms 2010) to Workday's designated delivery address set forth in the Purchase Order on or before the agreed delivery date set forth in the Purchase Order (the "**Delivery Date**").

Supplier acknowledges and agrees that time is of the essence for each Purchase Order. Supplier will promptly notify Workday if Supplier is unable to comply with any of the applicable Delivery Date(s).

If all Products ordered under a Purchase Order are not delivered by the applicable Delivery Date, Workday may, in its sole discretion, cancel the Purchase Order (withdraw from the contract), in which case Supplier must without undue delay refund to Workday all amounts previously paid to Supplier for the Products subject to such Purchase Order within 30 days of receipt of notification from Workday of such cancellation.

Quantities of Product shipped in excess of the Purchase Order will be held at Supplier's risk and expense for a reasonable period of time while waiting return shipping instructions. Shipping charges, including insurance, for any returns will be at Supplier's expense.

## 4. ACCEPTANCE

Upon Workday's receipt of a Product, or if Supplier provides implementation, installation or other services for a Product, upon the completion of such services, as solely determined by Workday, Workday will review and otherwise evaluate such Product, and provide Supplier with written notice of acceptance of such Product ("**Acceptance**") or a statement of rejection. If Workday provides Supplier with a statement of rejection, Workday will have the option, without limiting any other rights or remedies Workday may have, to grant Supplier time to correct any deficiencies with the Products, or cancel the applicable Purchase Order, in whole or in part, and pursue all available remedies. Failure to provide Products in accordance with the applicable Purchase Order will be deemed a material breach of the Agreement.

In no event will Workday's use or payment for a Product constitute Acceptance of such Products.

## **5. FINANCIAL TERMS**

5.1 Prices. The price for a Product may not be higher than those shown on the Purchase Order, unless such increased price has been expressly authorized by Workday in writing. If Supplier decreases the price of any Product, then Supplier will promptly provide written notice of such lower price to Workday, and the price of any unshipped Product will be adjusted to the lower price. If the Purchase Order does not include pricing, the price for the Product will be Supplier's lowest prevailing market price for such Product. Supplier is not entitled to reimbursement of expenses incurred in connection with fulfilling an applicable Purchase Order, except as otherwise agreed in writing by Workday.

5.2 Invoicing. Upon Acceptance of the Product, Supplier will invoice Workday for the amounts set forth in the applicable Purchase Order. Amounts not invoiced within 90 days following Acceptance of the Products will be deemed waived by Supplier.

5.3 Payment Terms. Provided that Supplier is not in material breach of the Agreement, Workday, after Acceptance of the Product, will pay the undisputed invoiced amount within 45 days of Workday's receipt of a properly submitted invoice, unless other payment terms are noted on the Purchase Order. A properly submitted invoice (a) contains Workday's Purchase Order number, (b) contains an itemized description of the Products purchased and the name of each country in which each Product was delivered, (c) contains separate line items for any taxes or shipping charges as may be applicable itemized by country, and (d) is in English and in .PDF format addressed to the email account set forth in the Purchase Order.

5.4 Taxes. Supplier is responsible for and will pay all applicable taxes, charges, fees, levies, or other assessments imposed or collected by any governmental entity (or political subdivision thereof) worldwide on sales of Products, or sales, use, transfer, goods, and services or value added tax or any other duties or fees related to any payment by Workday to Supplier for Product provided to Workday under or pursuant to the Purchase Order. If Workday provides a direct pay certificate, certification of an exemption from tax or entitlement to a reduced rate of tax imposed by an applicable taxing authority, or any other proof of compliance with requisites under Applicable Law for entitlement to tax exemption or a reduced tax rate, then Supplier agrees not to invoice, nor pay, any such tax unless and until the applicable taxing authority assesses such tax, at which time Supplier will invoice and Workday agrees to pay any such tax that is legally owed. Workday will withhold taxes as required under Applicable Law on payments made to Supplier hereunder and will be required to remit to Supplier only the net proceeds thereof.

## **6. REPRESENTATIONS AND WARRANTIES; REMEDIES**

6.1 Representations and Warranties. Each party represents, warrants, and covenants that (a) it has full corporate power and authority to execute, deliver and perform its obligations under the Agreement, (b) the person entering the Agreement on its behalf has been duly authorized and empowered to enter into the Agreement, (c) the Agreement is valid, binding and enforceable against it in accordance with its terms, and (d) it will fulfill the Agreement in accordance with all Applicable Laws. Supplier represents, warrants, and covenants that

6.1.1 the Product delivered will conform to the designs, specifications, drawings, documentation, samples and/or other descriptions referred to in the Purchase Order or in writing by Workday,

6.1.2 the Product is free from defects in design, material, and workmanship, fit for any purposes specified in the Purchase Order, and are of merchantable quality, or, if services, then those services will be supplied with due care and skill in accordance with any relevant industry best practices,

6.1.3 the Product is new, not previously used, and do not contain used or reconditioned parts,

6.1.4 neither the Products nor the exercise of Workday's rights with respect to the Products do and will infringe, misappropriate, or violate any Intellectual Property Rights, rights of privacy, rights of publicity, or any other rights of any third party,

6.1.5 Supplier will not offer, promise and/or make, directly or indirectly, any payment for the purpose of improperly influencing (or inducing anyone to influence) decisions or actions of any official of a government controlled entity or public international organization,

6.1.6 the Product is free and clear from any and all liens and encumbrances whatsoever,

6.1.7 all Product delivered hereunder will comply with all provisions of any applicable occupational, health and safety laws, and then current rules and regulations issued thereunder,

6.1.8 there is currently no pending or threatened claim or suit based on an alleged violation of any of the foregoing by Supplier,

6.1.9 neither Supplier nor any of its Affiliates has incorporated open source materials into, or combined open source materials with, any Product, or distributed such open source materials in conjunction with any Product that requires, as a condition of use, modification and/or distribution of such Product that other software incorporated into, derived from or distributed with such Product be (a) disclosed or distributed in source code form, (b) licensed for the purpose of making derivative works, or (c) redistributable at no charge,

6.1.10 the Product will not contain any harmful code, time bombs, viruses, worms, backdoors or similar software which may cause damage to any product or data, nor will it contain any time-sensitive code or other disabling devices, key lock or code that has potential or capability of causing any unplanned interruption of the operation of the Product,

6.1.11 Supplier will at all times comply with Workday's Supplier Code of Conduct found at <https://www.workday.com/content/dam/web/en-us/documents/investor/063017-WD-SupplierCodeofConduct.pdf> and incorporated into these Terms by reference, and

6.1.12 neither Supplier nor any of Supplier's principals are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any applicable

government organization, authority or institution and that Supplier will immediately notify Workday of any relevant change in status.

6.2 Remedies. In the event a Product fails to meet any of the warranties in the Agreement, Supplier must, at Supplier's expense and Workday's election, immediately (a) replace the Product (and, if the Product constitutes a service, re-perform such service), (b) modify the Product, or (c) refund the fees paid by Workday to Supplier for such Product. The foregoing remedies are in addition to, and not in lieu of, any other remedies that Workday may have in law or in equity.

## 7. CONFIDENTIALITY AND DATA SECURITY

**"Confidential Information"** means all information disclosed whether in oral, written, or other tangible or intangible form by Workday to Supplier, or otherwise acquired by Supplier, concerning or related to the Agreement or Workday whether before, on or after the date of the applicable Purchase Order which Supplier knows or should know, given the facts and circumstances surrounding the disclosure or acquisition of the information by Supplier, is confidential information of Workday. Confidential Information includes, but is not limited to, the existence and terms of the Agreement. Confidential Information does not include information that is in or enters the public domain without breach of the Agreement through no fault of Supplier, or that Supplier receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation.

Supplier will hold all Confidential Information in strict confidence and will not disclose any Confidential Information to any third party. Supplier will not use any Confidential Information for the benefit of itself or any third party or for any purpose other than for the sole and exclusive benefit of Workday. Supplier will not reproduce Confidential Information in any form except as required to accomplish Supplier's obligations pursuant to a Purchase Order. Supplier will use the same degree of care in protecting the Confidential Information as Supplier uses to protect Supplier's own confidential information from unauthorized use or disclosure, but in no event less than a reasonable degree of care. will assist Workday in remedying any such unauthorized use or disclosure of the Confidential Information. Supplier acknowledges that each obligation in the Agreement is necessary and reasonable in order to protect the Confidential Information, and that monetary damages would be inadequate to compensate Workday for any breach of the Agreement. Accordingly, Supplier acknowledges and agrees as follows: (a) any such violation or threatened violation will cause irreparable injury to Workday; and (b) in addition to any other remedies that may be available to Workday at law, in equity or otherwise, Workday will be entitled to obtain injunctive relief against any threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages and without the necessity of posting a bond or other security.

In connection with the provision of any of the Product(s), Supplier will comply with the Data Protection Legislation.

Supplier's obligations with respect to Confidential Information will continue for the 5-year period commencing upon the date of the applicable Purchase Order; provided, however, that such duties and obligations with respect to Confidential Information that constitutes a trade secret under Applicable Law will continue so long as such Confidential Information remains a trade secret under Applicable Law.

Supplier will notify Workday of any actual or suspected unauthorized disclosure or use of Workday's Confidential Information, including personal data, without undue delay ("**Security Breach**"), and, where

feasible, within 48 hours of knowledge of such breach. Supplier will reasonably assist Workday in remediating and mitigating any potential damage, including sending any notification that Workday determines needs to be sent to any impacted individuals, and providing credit reporting services to such individuals. Supplier will bear all costs related to such remediation or mitigation to the extent the breach or security incident was caused by Supplier. Supplier will describe (a) the date of the Security Breach, (b) the disclosures involved in the Security Breach, and (c) the steps Supplier has taken to investigate the Security Breach and mitigate potential harm.

Supplier must maintain a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) Supplier's size, scope and type of business, (b) the amount of resources available to Supplier, (c) the type of information that Supplier will store or access, (d) the Product provided to Workday, and (e) the need for security and confidentiality of such information.

## **8. INDEMNIFICATION**

Supplier, at its sole expense, will defend Workday and its Affiliates and their directors, officers, employees, contractors, agents, and customers (collectively, "**Workday Indemnitees**"), from and against any and all third party claims, suits, actions or proceedings (each a "**Claim**"), and indemnify and hold harmless all Workday Indemnitees from any related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, costs, penalties, interest and disbursements, payable to third parties, resulting from, arising out of, or connected in any way with (a) the Products, (b) any alleged or actual breach of the Agreement by Supplier or its representatives (including, but not limited to, any representations, warranties or covenants of Supplier), or (c) any negligence or willful misconduct of Supplier, its employees, independent contractor, or subcontractors.

In addition to and not in lieu of Supplier's above obligations, should a Product become, or in either party's reasonable opinion be likely to become, the subject of a Claim, Supplier must (a) procure for Workday the right to continue to exercise all of its rights in the Product, or (b) with Workday's prior written consent, modify or replace the Product to eliminate any Claim, provided that the modification or replacement is functionally equivalent; provided, however, that if Supplier cannot do either of the foregoing, including if Workday does not consent pursuant to subsection (b), then Supplier may request that Workday cease using the Product. In the event that Supplier requests that Workday cease using the Product, Supplier must refund to Workday all fees paid by Workday for such Product and, upon Workday's receipt of such refund, Workday will cease using such Product.

Workday will have the right to approve any counsel retained to defend against any Claim in which Workday is named a defendant. Workday will have the right to control and participate in the defense of any Claim concerning matters that relate to Workday, and Supplier will not settle or compromise any such Claim without Workday's written consent. If, in Workday's reasonable judgment, a conflict exists between the interests of Workday and Supplier in such a Claim, Workday may retain its own counsel whose reasonable fees will be paid by Supplier.

## **9. LIMITATION OF LIABILITY**

9.1 Consequential Damages Waiver. SUBJECT TO SECTION 9.4, IN NO EVENT WILL WORKDAY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES OF

ANY KIND, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

9.2 Liability Cap. SUBJECT TO SECTION 9.4, WORKDAY'S ENTIRE LIABILITY TO SUPPLIER ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE FEES PAYABLE BY WORKDAY TO SUPPLIER FOR THE PRODUCTS ALLEGED TO GIVE RISE TO THE LIABILITY.

9.3 Failure of Essential Purpose. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THIS SECTION 9 WILL BE GIVEN FULL EFFECT EVEN IF ANY REMEDY SPECIFIED IN THE AGREEMENT IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WORKDAY, AND NOT ANY OTHER WORKDAY ENTITY, WILL BE SOLELY RESPONSIBLE FOR ITS OBLIGATIONS UNDER A PURCHASE ORDER, INCLUDING, BUT NOT LIMITED TO, PAYMENT OBLIGATIONS.

9.4 No Limit of Liability. Nothing in the Agreement will limit or exclude a party's liability for (a) death or personal injury caused by its negligence, (b) fraudulent misrepresentation or for any other fraudulent act or omission, (c) breach of any statutorily-implied term as to title to the Product(s), or (d) any other liability which may not lawfully be excluded or limited.

## 10. ADDITIONAL RIGHTS

Workday may provide to Supplier certain drawings, specifications, equipment, and other materials (collectively, "**Workday Materials**"). Supplier may only use such Workday Materials to fulfill a Purchase Order. All Workday Materials must be kept separate from other materials or tools and identified as the property of Workday. Supplier assumes all liability for loss or damage to any Workday Materials, except for normal wear and tear, and agrees to supply detailed statements of inventory promptly upon request. Subject to the foregoing, Workday owns all right, title and interest in and to the Workday Materials together with the Intellectual Property Rights embodied in and related to such Workday Materials.

If a Purchase Order states that a Product is being licensed to Workday by Supplier and such Purchase Order fails to outline the scope of the license applicable to such Product, Supplier hereby grants to Workday a royalty-free, worldwide, perpetual, sublicensable, transferable, and irrevocable license to use (including to reproduce, distribute, rent, lend, exhibit and communicate to the public) such Product(s), by any manner and in any amount for any purpose, commercial or noncommercial. Furthermore, if Supplier is the author of the licensed work, Supplier hereby grants to Workday a consent with making any alterations or modifications to such work, including its title, and with joining it with another work(s) or element(s), and arranging it into a collective work or a database. In case Supplier is a legal person, it hereby undertakes to procure and warrants it has procured prior to delivering the Product(s) respective and valid consents addressed to Workday from the relevant author(s) with the activities listed in the previous sentence regarding the licensed work(s).

## 11. GENERAL

11.1 Entire Agreement. The Agreement constitutes the entire agreement between Supplier and Workday in connection with the Products purchased pursuant to a Purchase Order and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or

written. Any language or provisions contained in the parties' electronic or digital communications or on Supplier's web site, product schedules or proposals, ordering documents, product packaging or other documentation, or contained in any of Supplier's "shrinkwrap," "clickwrap," "browsewrap" or reseller agreements, are of no force and effect if such language or provisions (a) conflict with the terms of the Agreement, (b) expand the liabilities and/or obligations of Workday, or (c) limit or otherwise alter the rights of Workday. If there is any inconsistency or conflict between the terms of these Terms and the terms of a Purchase Order, the terms of these Terms will govern.

11.2 Assignment. Neither the Agreement nor any right or duty under the Agreement may be transferred, assigned, or delegated by Supplier, by operation of law or otherwise, without the prior written consent of Workday, and any attempted transfer, assignment or delegation without such consent will be void and without effect. Workday may transfer, assign, or delegate the Agreement or any right or duty under the Agreement without Supplier's consent. Subject to the other terms and conditions set forth in this provision, the Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns.

11.3 Remedies. The rights and remedies provided by Workday in the Agreement are cumulative and in addition to any other rights and remedies provided by Applicable Law or equity.

11.4 Waiver and Severability. Workday's failure to exercise or delay in exercising any right, power or privilege under the Agreement will not operate as a waiver nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. If any provision of the Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired and such provision will be deemed to be restated to reflect the parties' original intentions as nearly as possible in accordance with Applicable Law(s).

11.5 Governing Law and Venue. The Agreement will be governed by and construed in accordance with the laws of the Czech Republic. The parties consent to exclusive jurisdiction of the courts of the Czech Republic. Process may be served on any party in the manner authorized by Applicable Law or court rule.

11.6 Attorneys' Fees. In any action, suit or proceeding to enforce any right or remedy under the Agreement or to interpret any provision of the Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, court costs and other expenses from the other party.

11.7 Import and Export Administration. Supplier is the importer and exporter of record. Supplier will comply with all import and export laws and administrative requirements, including the payment of all associated duties, taxes and fees and all Applicable Laws, certifications and registrations associated with the import or export of the Product including, but not limited to, Product safety, electromagnetic compatibility, telecommunications, Product take-back/recycling and environmental requirements. Upon Workday's request, Supplier will promptly provide all applicable information necessary to export and import Product, including but not limited to, the Export Control Classification Numbers (ECCN) and subheadings or certification and/or test results relating to the Product and will notify Workday, in writing, of any changes to the information provided by Supplier to export and import Product. For Product that will be imported by Workday, Supplier will promptly and timely provide any requisite information,

documentation, certification and/or test results for Workday to comply with applicable import laws and administrative requirements.

11.8 Independent Contractor and Subcontracting. The parties are independent contractors and neither party is an agent, servant, representative, partner, joint venturer or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Supplier agrees that Supplier will not be entitled to any compensation, options, stock or other rights or benefits accorded to Workday employees, waives any right to them and promises never to claim them. Workday reserves the right to obtain or to request Supplier to obtain a similar assurance from any person Supplier would utilize to provide Product to Workday. Supplier promises to comply with all tax laws, including tax withholding requirements. Supplier will not subcontract with any third party to furnish any Product without Workday's prior written consent.

11.9 Publicity. Supplier may not use the names, trademarks, or trade names of Workday or its Affiliates without the prior written consent of Workday, or as may otherwise be required by Applicable Law.

11.10 Notices. All notices permitted or required under the Agreement will be in writing and will be sent to the address of the recipient set out in the applicable Purchase Order, or such other address as the recipient may designate by notice given in accordance with this Section. Any such notice may be delivered by hand, by overnight courier, by first class pre-paid letter or by confirmed electronic mail and will be deemed to have been received (a) if delivered by hand – at the time of delivery, (b) if delivered by overnight courier – 24 hours after the date of delivery to courier with evidence of delivery from the courier, (c) if delivered by first class mail – 3 business days after the date of mailing, and (d) if delivered by electronic mail – upon acknowledgement of email receipt from the receiving party.

11.11 Records and Inspections. Supplier must maintain all books and records with respect to the Agreement, including, but not limited to, all records of Products provided to Workday pursuant to the Purchase Orders, and ensure all such books and records are accurate and complete, including in a form sufficient to allow accurate traceability of the Products from manufacturer, contract manufacturer of Supplier or Supplier's manufacturing line. Upon reasonable request, Workday and/or a third-party auditor/inspector may, after reasonable advance written notice and during normal business hours, to inspect Supplier's and any of its Affiliates' premises and audit and inspect the books and records and other documents of Supplier and any of its Affiliates as reasonably necessary to verify its compliance with the terms of the Agreement including, but not limited to, compliance with the most-favored nations pricing provisions contained in these Terms.

11.12 Non-Restrictive Relationship. Nothing in the Agreement will be construed to preclude Workday or any of its Affiliates from independently developing or providing services or materials which may be the same as or similar to any of the Products or related materials or from obtaining services or materials from a third party which are the same as or similar to any of the Products and related materials being provided by Supplier under any Purchase Order.

11.13 Insurance. Supplier must obtain and maintain, at no expense to Workday, all applicable and appropriate insurance, (including, without limitation, business, workers' compensation, auto, errors and

omissions, professional and commercial general and liability insurance) in an amount consistent with Supplier's industry practice including, but not limited to, insurance coverage of an amount no less than that reasonably required to repair or replace the Product in the event of loss, damage, theft, or destruction. Upon request, Supplier must provide Workday with evidence of such coverage before commencing performance under the Agreement.

11.14 Anti-Bribery. Supplier agrees to comply with the US Foreign Corrupt Practices Act ("**FCPA**"), the UK Bribery Act ("**UKBA**"), as well as all other applicable anticorruption laws. Supplier will not pay or give, offer or promise to pay or give, or authorize the promise, payment or giving directly or indirectly of any monies or anything of value to anyone, including but not limited to, any person or firm employed by or acting for or on behalf of any governmental customer, any government official or employee, any employee of state-owned or state-sponsored entities, any political party, any employee of any political party, any members or royal or ruling families, or any candidate for political office to corruptly (a) influence any official act or decision, (b) secure any improper advantage, (c) obtain or retain business, or to direct business to any person or entity, or (d) for the purpose of inducing or rewarding any favorable action in any matter related to the subject of this Agreement or the business of any Workday Entity. Supplier further agrees that any payments that Supplier makes to third parties in the conduct of any Workday business shall be supported by written, complete and accurate invoices that shall be maintained by Supplier for the duration of this Agreement and made available for inspection upon Workday's request, and Supplier agrees it will promptly report to Workday any potential or actual violations of any anticorruption laws relating to this Agreement or the business of any Workday Entity of which it obtains knowledge and cooperate in good faith with Workday in investigating any such violation. Supplier agrees that it will not take any action which could cause any Workday Entity to be in violation of any applicable anti-corruption law or regulation. If Supplier becomes aware of any such violation, it will immediately notify Workday.

11.15 Third-Party Beneficiaries. Except as specifically set forth in the Agreement, the parties do not intend, nor will any provision of the Agreement be interpreted, to create any third-party beneficiary rights for any third party.

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