

## 6. Warranties and Disclaimers.

**6.1 Warranties.** Each party warrants that it has the authority to enter into this Agreement and shall comply with all Laws in connection with its performance of this Agreement. Workday warrants that during the Term: (a) the Service will perform materially in accordance with the Documentation; (b) the functionality of the Service will not be materially decreased during the Term; and, (c) to the best of Workday's knowledge, the Service does not contain any Malicious Code. Order Forms for Related Services may have warranties specific to those Related Services. The version of the Documentation in place at the time of this agreement is Workday 2023R2 Administrator Guide.

**6.2 Warranty Remedies.** In the event of a breach of the warranty set forth in subsections 6.1 (a), (b) and (c), (a) Workday will exercise commercially reasonable efforts in order to correct the non-conforming Service at no additional charge to Customer, or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday will both promptly and directly refund to Reseller and Reseller shall pay to Customer amounts paid that are attributable to the defective Service from the date that Workday received such notice (as set forth in Section 6.3, below) through the date of remedy, if any. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with the Section, below, entitled "Termination."

**6.3 Notice Obligations.** To receive the warranty remedies set forth above, Customer must promptly report deficiencies in writing to Workday with a copy of the notice to Reseller, but no later than thirty (30) days of the first date the deficiency is identified by Customer, or, in the case of a Related Service, no later than thirty (30) days after delivery of such Related Service (in either case, the "Notice Deadline"). Customer's failure to notify Workday within such Notice Deadline shall not affect Customer's right to receive the remedy in Section 6.2(a) unless Workday is somehow unable, or impaired in its ability to, correct the deficiency due to Customer's failure to notify Workday within the applicable Notice Deadline. Notices of breaches of the warranty in subsections 6.1(a), (b), or (c) shall be made through Workday's then-current error reporting system which notices of breaches of any other warranty contained in this EUSA must be made in writing to Workday in accordance with the Notice provisions of this Agreement (See Section 10.3, below). Unless agreed to in writing, or as required by Contract Vehicle, notice to Reseller of a warranty defect as contemplated under this Section 6 shall not constitute notice to Workday under this paragraph.

**6.4 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND RELATED SERVICES AND THE DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED THROUGHOUT THIS EUSA ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.