State of Nevada
Department of Administration

Purchasing Division

515 E. Musser Street, Suite 300
Carson City, NV 89701

Brian Sandoval
Governor

Patrick Cates
Director

Jeffrey Haag
Administrator

State of Nevada

Purchasing Division

Part IA - Technical Proposal	
RFP Title:	CAFR Software Replacement
RFP:	3501
Vendor Name:	Workiva, Inc.
Address:	2900 University Blvd, Ames, IA 50010
Opening Date:	01/03/2018
Opening Time:	2:00 PM

Response Provided By:

2900 University Blvd, Ames, IA 50010

Built By

December 20, 2017

Gideon Davis, Purchasing Officer
State of Nevada, Purchasing Division
515 E. Musser Street, Suite 300
Carson City, NV 89701

Dear Mr. Davis:

Workiva is pleased to respond to the State of Nevada's request for a Cloud-based CAFR software replacement solution. Herein you will find our customized response detailing how our award winning software and experienced staff will meet and exceed the requirements sought by the State of Nevada.

Over 2,900 customers, including federal, state, city, county, special districts, and corporate customers have selected Workiva as a low risk partner to help them modernize their financial reporting process and improve the efficiencies of their organization. With over 2,900 successful implementations, we are confident we will help the State of Nevada with their reporting needs.

Workiva understands the needs and challenges the State of Nevada faces when creating their CAFR. We also have had the opportunity to meet with and understand how information flows from each of the major component units and departments that contribute CAFR content.

Workiva recommends the State of Nevada use our solution, Wdesk. Wdesk simplifies the data gathering, organizing, and authoring of complex business reports and presentations (like the CAFR, Budget Books, SEFA Reports, Bond Statements, Parking and Utilities Funds . . .), and allows the State Controller's Office to achieve the following outcomes

- Give the department **confidence** that all numbers within the report are accurate and reflected correctly. Our linking functionality guarantees that when a number is updated one time, the team can be 100% confident that it is correct in all affected locations of the CAFR.
- Create a process that is **repeatable** year after year.
- Allow the team to leverage the **extra time** to focus on analysis and the look and feel of the final document.
- **Reduce stress** on the staff by speeding up the CAFR process and reducing the amount of long nights and weekends spent working on the CAFR.

A condition of our accepting the project with the State of Nevada, Workiva will need to work with the State's contracts department to modify the RFP Contract Terms and Conditions. Workiva will work collaboratively and diligently with the State of Nevada to quickly find common ground. We anticipate this could be accomplished with one or two phone meetings between the State of Nevada and Workiva's legal departments.

Should you have any questions regarding our RFP response, please contact me directly at 480-481-1589, on my cell at 714-404-3053 or via email at matthew.susdorf@workiva.com. We look forward to the opportunity to further discuss how Wdesk can help streamline the State of Nevada's CAFR process.

Very respectfully,

Matthew Susdorf
Regional Sales Director - Government
Workiva, Inc.

State of Nevada
CAFR Software Replacement
Part IA - Technical Proposal
RFP: 3501

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VENDOR INFORMATION SHEET FOR RFP 3501

Vendor Shall:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 shall be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name	Workiva, Inc.

V2	Street Address	2900 University Boulevard

V3	City, State, ZIP	Ames, IA 50010

	Telephone Number		
V4	Area Code: 844	Number: 519-7517	Extension:

	Facsimile Number		
V5	Area Code: 515	Number: 817-6101	Extension:

	Toll Free Number		
V6	Area Code: 844	Number: 519-7517	Extension:

	Contact Person for Questions / Contract Negotiations, including address if different than above
	Name: Matthew Susdorf
	Title: Regional Sales Director
	Address: 1365 N Scottsdale Rd #400, Scottsdale, AZ 85257
V7	Email Address: matthew.susdorf@workiva.com

	Telephone Number for Contact Person		
V8	Area Code: 480	Number: 481-1569	Extension:

	Facsimile Number for Contact Person		
V9	Area Code: 515	Number: 817-6101	Extension:

	Name of Individual Authorized to Bind the Organization	
V10	Name: Jill Klindt	Title: Sr. VP, Chief Accounting Officer & Treasurer

	Signature ***(Individual shall be legally authorized to bind the vendor per NRS 333.337)***	
V11	Signature: Jill Klindt	Date: 12/20/17

Section IV - State Documents

The State documents section shall include the following:

A. The signature page from all amendments signed by an individual authorized to bind the organization.

   N/A - there have been no amendments that we are aware of at this time.

B. ***Attachment A - Confidentiality and Certification of Indemnification*** signed by an individual authorized to bind the organization.

   Please see below.

C. ***Attachment B - Vendor Certifications*** signed by an individual authorized to bind the organization.

   Please see below.

D. Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

   Please see the Workiva MSSA and Workiva NDA documents included below.

E. Copies of applicable certifications and/or licenses.

   Workiva has submitted an application for a Nevada Business License. Please see a copy of our pending application below.

ATTACHMENT A - CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked "**Part IB Confidential Technical**" and "**Part III Confidential Financial**".

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB - Confidential Technical Information			
YES		NO	X
Justification for Confidential Status			

Part III - Confidential Financial Information			
YES		NO	X
Justification for Confidential Status			
Workiva is publicly held. Our financial information may be accessed on www.sec.gov under the ticker symbol WK at any time.			

Workiva, Inc.
Company Name

Signature

Jill E. Klindt - Sr. VP, CAO and Treasurer
Print Name

12/20/2017
Date

ATTACHMENT B - VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.

(7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Workiva, Inc.

Vendor Company Name

Vendor Signature

Jill Klindt - Sr. VP, CAO & Treasurer

Print Name

12/20/2017

Date

MASTER TERMS AND CONDITIONS

THESE MASTER TERMS AND CONDITIONS (with all attached exhibits and referenced documents, the "**Master Terms and Conditions**," and combined with active Orders for Services or any other duly executed documents referencing these Terms and Conditions will constitute, the "**Agreement**") govern Workiva's provision of Services to Customer. These Terms and Conditions have been agreed to as of the __ of _____, 201_ (the "**Effective Date**") by and between Workiva Inc. ("**Workiva**") a Delaware corporation with its place of business at 2900 University Boulevard, Ames, Iowa 50010 and, State of Nevada and its Affiliates (collectively "**Customer**") a company with a business address of 1100 East William Street Suite 101 Carson City, Nevada 89701.

1.0 **Services.** Subscription Services and Professional Services (collectively referred to herein as, the "**Services**") are each available for Customer as set forth in these Master Terms and Conditions and the applicable ordering document (in the case of Subscription Services, a "**Subscription Order**," in the case of professional Services, a "**Services Order**," and in the case of Onsite Services, a "**Statement of Work**" or, a "**SOW**," and for purposes of the Agreement, these ordering documents may be collectively referred to as, "**Orders**" or individually as, an "**Order**") entered into by Workiva and Customer.

1.1 Professional Services. Workiva shall provide professional Services such as setups, trainings, and other professional services ("**Professional Services**") as set forth in the applicable Order. Workiva may also provide various Professional Services while onsite at Customer's facilities ("**Onsite Services**") as set forth in a Statement of Work. The attached **Exhibit A** (the "**Onsite Addendum**") will solely apply to Workiva's provision of Onsite Services.

1.2 Subscription Services.

(a) Pursuant to the terms of the Agreement, Workiva shall provide Customer with subscription based access, exercisable through Customer's Users (defined in Section 1.2(b) below), to the Software (the "**Subscription Services**"). The Subscription Services include Software related support as set forth in the Subscription Order ("**Support**"). "**Software**" means Workiva's cloud based software programs which are made up of Workiva's proprietary software as more adequately described in the applicable Subscription Order, the Documentation and Third Party Software. "**Documentation**" means the manuals, specifications, and other materials describing the functionality, features, and operating characteristics of the Software, available at https://success.wdesk.com/help, including any updates thereto. "**Third Party Software**" means software and services authored by a third party, including, the Google App Engine and Amazon Web Services.

(b) During the Subscription Term, subject to the terms of the Agreement, Workiva grants to Customer and its Users, a non-exclusive, non-transferable, worldwide right and license to access, use, and display the Software in connection with the Subscription Services. "**Users**" means those individuals that Customer provides (or that Workiva provides at Customer's request) user identifications and passwords to Customer's account. Users may include Customer (or Affiliate, defined in Section 1.2(d) below) employees, consultants, contractors, agents, and third parties with which Customer transacts business. For the avoidance of doubt, Users must be human. Users registered as, or by, "bots" or other automated methods, are not permitted. Accordingly, Workiva reserves the right to suspend any such Users without notice to Customer. Users will be determined on a named user basis rather than on a concurrent user or shared user basis; provided that Customer may reassign different individuals on a reasonable basis (e.g., an employee changes positions or leaves Customer's employ). Workiva reserves the right to update Customer's Software so that it remains current with the then current version of Software available to Workiva's customers generally. Customer is responsible for each of its Users' acts and omissions and remains liable to Workiva for any User's (including an authorized third party acting as a User on Customer's behalf) breach of the Agreement.

(c) During a Subscription Term (defined in Section 4.2 below) Customer may add Users, or User add-on features ("**Add-Ons**"), via the administrative tools available in Customer's subscription account. Workiva may monitor the number of Users with access and/or Add-Ons active in Customer's account and if Workiva discovers the number of Users or Add-Ons in Customers account exceeds the scope as set forth in the applicable Subscription Order, Customer will be responsible for any associated Fees. Monitoring by Workiva shall not require access to Customer's network or Customer Data. Such Fees will be calculated based upon the pricing set forth in the applicable Subscription Order and the remainder of months in the Subscription Term beginning on the first day of the calendar month in which such User or Add-On is added. Customer will remain responsible for associated Fees for future Subscription Terms until such Users or Add-Ons are removed. If Workiva deems necessary in its

Workiva Confidential Information
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sole discretion, Customer shall execute documentation memorializing the change to its number of Users or Add-Ons enabled.

(d) Affiliates may also receive Services by executing an Order that outlines the scope of such Services and incorporates these Master Terms and Conditions by reference. Upon an Affiliates' entering into an Order: (i) these Master Terms and Conditions combined with any Orders between such Affiliate and Workiva will constitute the "Agreement," (ii) such Affiliate shall be considered "Customer" as such term is used in the Agreement, and (iii) such Affiliate will be solely responsible for its obligations under the Agreement. In the event that Customer permits one of its Affiliates to use the Software as a User subject to Customer's Agreement (in contrast to doing so under such Affiliate's own Agreement), Customer will be responsible for such Affiliate's compliance with the terms of the Agreement and, for purposes of the foregoing, all obligations of Customer shall apply equally to each such Affiliate that receives Services under a Customer Order. "**Affiliate**" means any corporation, partnership, joint venture, joint stock company, limited liability company, trust, estate, association, or other entity the existence of which is recognized by any governmental authority, (collectively an "**Entity**") that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with Customer or any Entity in which Customer has any direct or indirect ownership interest, whether controlling or not, of at least 50%, at any time during the Agreement Term (defined in Section 4.1 below). For purposes of this definition the term "**controls**", "**is controlled by**" or "**under common control with**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise.

(e) Over the course of the Agreement Term Workiva may, in its sole discretion, update features, functionality, software, or user types that Customer accesses pursuant to an active Order ("**Enhancements**"); provided that such Enhancements will be at no cost to Customer and will not materially degrade existing features and functionality. From time to time Workiva may also release new features, functionality, software, or user types that are only available under a different pricing model or on a version of Software other than the version Customer currently accesses ("**New Features**"). In the event Customer desires to purchase New Features Workiva reserves the right, in its sole discretion, to update Customer's account, pricing model, or Software version to facilitate the provision of such New Features.

2.0 **Security; Customer Data.**

2.1 Security. As a part of the Services Workiva shall maintain appropriate administrative, physical, and technical safeguards for the security, confidentiality and integrity of any data or information inputted, edited, authored, generated, managed, or otherwise submitted by Customer or its Users into Customer's subscription account ("**Customer Data**"), more further described in Workiva's Security standards set forth in **Exhibit B**.

2.2 Customer Data; Other Responsibilities. Workiva shall not modify, disclose (except as compelled by law in accordance with Section 5.4, to perform Services or as expressly permitted in writing by Customer), or access (except to provide or improve the Software or Services and prevent or address service or technical problems, or at Customer's request in connection with Support) Customer Data. Workiva and its service providers may not otherwise collect, use, disclose, or utilize Customer Data. Workiva shall provide the Services in accordance with applicable laws and government regulations. Except as otherwise agreed in writing, Customer is responsible for the accuracy, truthfulness, consistency, completeness, and any output from the Software, and consents to use of all Customer Data in accordance with the Agreement, and Workiva will neither have the responsibility to review, nor any liability as to the accuracy of, any information or content posted by Customer or its Users. Customer's and its Users' use of the Software will comply with applicable local, state, federal and international law, regulations and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data. Customer represents and warrants to Workiva that Customer has sufficient rights in the Customer Data to authorize Workiva to process, distribute and display the Customer Data as contemplated by the Agreement, and that the Customer Data and its use hereunder will not violate or infringe the rights of any third party.

2.3 Web Analytics. In providing the Subscription Services, Workiva utilizes the services of Google and Amazon ("**Cloud Hosting Providers**"). Workiva and its Cloud Hosting Providers may record and collect information related to Customer's subscription account activity (e.g., typical web analytics, which includes latency, packet size, hops, and source destination) in the course of providing the Services, but may only use such information to improve the Services and/or fulfill its rights and obligations under the Agreement. Collection of such information by Cloud Hosting Providers is not individually linked to Customer or its Users, is de-identified, and is aggregated across all of Workiva's customers. Any use of such information is subject to the terms of Section 5.

3.0 **Fees; Payment**. Customer shall pay the fees associated with the applicable Services in an Order ("**Fees**") as set forth below.

3.1 Invoicing. Fees shall be paid in advance and/or in accordance with any billing frequency or terms stated in the applicable Order. Unless otherwise specified in the applicable Order Customer shall pay all undisputed Fees no later than

thirty (30) days from receipt of invoice. If Customer has not paid all undisputed Fees in full within forty-five (45) days from receipt of invoice, Workiva has the right to suspend provision of Services until full payment is paid by Customer. If Customer disputes any Fees invoiced, Customer must provide Workiva written notice of such dispute within fifteen (15) days from receipt of the applicable invoice. Customer and Workiva will then work in good faith to address such contested amounts, provided, however, that Customer will remain responsible for the portion of Fees that are not disputed.

3.2 Taxes. Fees stated in the Orders do not include applicable taxes. Customer agrees to bear and be responsible for the payment of all taxes, except for taxes based upon Workiva's income, including all sales, use harmonized, rental receipt, personal property, customs duties or levies, federal, provincial or foreign taxes or other taxes, which may be levied or assessed in connection with the Agreement. Customer shall pay such tax when due or reimburse Workiva as Workiva may request. If any tax is required to be paid by Workiva, the full amount of such tax will be billed to Customer separately, whether or not the Agreement is then in effect and promptly paid by Customer.

3.3 Purchase Orders; Payment Processors. To the extent Customer requires the use of a purchase order prior to making any payments under the Agreement, Customer's failure to submit such purchase order to Workiva does not excuse Customer from payment of the Fees in the amounts, or in the manner, agreed upon herein or in the applicable Order. If Customer requires the use of a third party for invoice processing, Customer shall be the sole bearer of any cost and expense associated with such third party.

3.4 Fee Increases. Unless otherwise specified in an Order Workiva may increase Fees for the Subscription Services not more than once in each twelve (12) month period upon thirty (30) days prior written notice to Customer. Customer will only be responsible for increased Subscription Service Fees for those Subscription Terms subsequent to the Subscription Term in which Customer received such price increase notice. Once the parties have entered into a Service Order or SOW, Workiva may not increase such underlying Fees (absent an agreed upon amendment or Change Order), provided that, after completion of the agreed upon Consulting or Onsite Services Workiva may increase the Fees associated with its general Consulting and Onsite Service offerings in its sole discretion.

4.0 **Term; Termination**.

4.1 Agreement Term. The Agreement begins on the Effective Date above, and shall continue until all Orders associated with the Agreement have expired or been terminated (the "**Agreement Term**"), subject to Section 10.13.

4.2 Subscription Term. Unless otherwise specified in a Subscription Order, the Subscription Services will: (a) begin on the start date in the applicable Subscription Order and remain in effect for the period specified therein (the "**Subscription Term**"), and (b) automatically renew for the same period of time as the initial Subscription Term until either party notifies the other in writing that it will not renew at least thirty (30) days prior to the expiration of the then current Subscription Term. Regardless of Customer's notice of non-renewal, Customer will remain responsible for the Fees associated with the then current Subscription Term.

4.3 Service Order and SOW Terms. The period of performance set forth in Orders for Consulting Services or Onsite Services will be as agreed upon by the parties and set forth in the applicable Order.

4.4 Termination for Convenience. Customer may terminate the Agreement or an Order without cause upon thirty (30) days written notice. If Customer terminates without cause, Customer will not receive a refund for any prepaid Subscription Services Fees, but Workiva will refund any prepaid and unearned Fees for Consulting or Onsite Services outstanding as of the effective date of termination. Workiva may terminate an Order without cause upon ninety (90) days written notice, provided that it shall refund all unearned Fees within thirty (30) days of the termination effective date.

4.5 Termination for Material Breach. Either party may terminate the Agreement, or any individual Order, for a material breach by the other party that is not cured within thirty (30) days after written notice of such material breach. The non-breaching party may elect to terminate the applicable Order only or the Agreement as a whole (and thus, all Orders hereunder). In the event the Agreement is terminated due to Workiva's uncured material breach, Workiva will refund all unearned Fees within thirty (30) days of the termination effective date.

4.6 Termination for Bankruptcy. Either party may terminate the Agreement or any Order, or suspend its performance hereunder or thereunder, if the other party becomes insolvent or bankrupt or ceases to do business.

4.7 Survival. Neither expiration nor termination of the Agreement will terminate those obligations and rights of the parties pursuant to provisions of the Agreement which by their express terms are intended to survive and such provisions will survive the expiration or termination of the Agreement. Without limiting the foregoing, the respective rights and obligations of the parties under Sections 4.7, 5, 6, 7, 9, and 10 of these Master Terms and Conditions will survive the expiration or termination of the Agreement regardless of when such termination becomes effective.

5.0 **Confidentiality**.

5.1 Confidential Information. In connection with the Agreement, each of the parties may disclose to the other party information that relates to the disclosing party's or disclosing party's customers' business operations, financial condition, customers, products, services, or technical knowledge ("**Confidential Information**"). Except as otherwise specifically agreed in writing, each party agrees that: (a) all information communicated to it by the other in connection with the Agreement and identified as confidential, (b) any information exchanged between the parties in connection with Customer's purchase of any additional Services, and (c) all information communicated to it that reasonably should have been understood by the receiving party, because of confidentiality, descriptions or similar legends, the circumstances of disclosure or the nature of the information itself, to be confidential to the disclosing party, will be Confidential Information and will be deemed to have been received in confidence and will be used only for purposes of the Agreement. If the parties enter into discussions regarding new potential business that is not already within the scope of this Agreement, and no effective nondisclosure agreement exists between the parties that would cover information exchanged in connection with such discussions, then the parties agree that such information exchanged is "Confidential Information" as such term is used in this Agreement and the information exchange will be governed by the terms of this Agreement. Workiva Confidential Information includes the Software, Services, Fees, the terms of the Agreement, development plans, and any security specifications, reports or assessments related to the Software, Workiva or its Cloud Hosting Providers. Customer Confidential Information includes Customer Data.

5.2 Standard of Care; Third Parties. Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information (or information of its customers) of a similar nature, and in any event, no less than reasonable care. Each party may disclose relevant aspects of the other party's Confidential Information to its employees to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under the Agreement; provided, however, that such party will use reasonable efforts to ensure that all such persons comply with these confidentiality provisions. Each party may disclose the other party's Confidential Information to third parties provided that such third parties are subject to (a) written confidentiality obligations at least as restrictive as those set forth in the Agreement, or (b) other professional or fiduciary obligations of confidentiality. These third parties are restricted to using the Confidential Information for the sole purpose of providing the contracted services to the party. Each party will be responsible for any improper disclosure of Confidential Information by such party's employees, agents, or contractors.

5.3 Preclusions on Use. Neither party will (a) use, or make any copies of, the Confidential Information of the other party except to fulfill its rights and obligations under the Agreement, (b) acquire any right in or assert any lien against the Confidential Information of the other, or (c) sell, assign, lease, or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other party. Neither party may withhold the Confidential Information of the other party or refuse for any reason (including due to the other party's actual or alleged breach of the Agreement) to promptly return to the other party its Confidential Information (including copies thereof) if requested to do so. Upon expiration or termination of the Agreement and completion of a party's obligations under the Agreement, each party will return or destroy, as the other party may direct, all documentation in any medium that contains or refers to the other party's Confidential Information, and retain no copies. Subject to the foregoing confidentiality obligations, either party may retain copies of the Confidential Information of the other party to the extent required to document its performance or for compliance with applicable laws or regulations.

5.4 Exclusions; Permitted Use. This Section 5 will not apply to any particular information that either party can demonstrate (a) was, at the time of disclosure to it, in the public domain, (b) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party, (c) was in the possession of the receiving party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation, (d) was received after disclosure to it from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to it, or (e) was independently developed by or for the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this Section 5 for disclosing Confidential Information of the other party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any such request, and to the extent it is legally permissible, such party advises the other party prior to making such disclosure and provides a reasonable opportunity to the other party to object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information.

5.5 Unauthorized Access. Each party will: (a) notify the other party promptly of any material unauthorized possession, use, or knowledge of the other party's Confidential Information by any person that may become known to such party, (b) promptly furnish to the other party details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Confidential Information, (c) use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights, and (d) promptly use reasonable efforts to prevent a recurrence of any such unauthorized possession, use, or knowledge of Confidential Information.

5.6 Log-Ins and Passwords. In addition to the foregoing obligations, Customer agrees to hold the Software, Subscription Services and all associated log-ins and passwords in confidence, and to protect the confidential nature thereof, and shall not disclose any trade secrets contained, embodied, or utilized therein, to anyone other than a User having a need for such disclosure, and then only to allow use of the Software as authorized herein. Customer shall take all reasonable steps to ensure that the provisions of this Section 5.6 are not violated by any employee, User, or any other person under Customer's control or in its service.

6.0 **Ownership; Usage Restrictions**.

6.1 Workiva Ownership. Workiva retains all ownership of and title to, and all intellectual property rights in, the Software, Services, and all software, equipment, processes, facilities, and materials utilized by or on behalf of Workiva to provide the same, including all patents, trademarks, copyrights, trade secrets, and other property or intellectual property rights. Customer acknowledges and agrees that Workiva shall own all right, title and interest in and to any modifications, derivative works, changes, expansions or improvements to the Software, and Services, without any other or subordinate right whatsoever being held by Customer. Customer shall acquire no rights therein other than those limited rights of use specifically conferred by the Agreement. Customer may not create derivative works based upon the Software, or Services in whole or in part, or develop or request third parties to develop or modify any software based on ideas, processes, or materials incorporated therein. Customer shall not delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Software. All rights related to the Software, or Services that are not expressly granted to Customer under the Agreement are reserved by Workiva. In the event that Customer provides Workiva with any comments, suggestions, or other feedback with respect to the Software, or Services, Customer hereby grants Workiva a perpetual, irrevocable, worldwide license to use any such feedback, and Workiva has the right, but not the obligation, to use such feedback in any way without restriction or obligation to Customer. Workiva will be the exclusive owner of, and will be free to use for any purpose, any ideas, concepts, know-how, or techniques that result from Customer or Users' feedback, including, without limitation, any modifications or enhancements to the Software, or Services. Upon Workiva's reasonable request, Customer agrees to execute such additional documents as Workiva deems necessary or convenient for perfecting or recording Workiva's ownership interest, provided that preparation of such additional documents shall be at the expense of Workiva.

6.2 Customer Ownership. As between Workiva and Customer, Customer is, and will remain, the owner of all Customer Data. With the exception of a limited license granted to Workiva to use Customer Data solely for the purpose of performing the Services, Workiva acquires no right, title, or interest from Customer or its Users to Customer Data, including any intellectual property rights therein. Subject to the Agreement, Customer, its Users and each of its Affiliates hereby grant Workiva a limited, royalty-free, fully-paid up, non-exclusive and non-transferable license to process Customer Data in the United States (unless otherwise stated on an Order) solely as necessary to provide the Services for Customer's and such Affiliates' benefit as provided in the Agreement (and as otherwise instructed by Customer or a User) for so long as Customer or any User uploads or stores such Customer Data in the Software. Any reports or documents generated through Customer's use of the Software will be owned by Customer. If such reports or documents include any pre-existing intellectual property owned by Workiva, Workiva hereby grants to Customer a perpetual, nonexclusive, royalty-free license to copy, modify, create derivative works of and distribute, license and sublicense such pre-existing intellectual property in connection with Customer's reports or documents.

6.3 Software Usage Restrictions. Unless expressly agreed otherwise in the applicable Order, Customer may access and use the Software for Customer's business use only, and not for the benefit of, or to provide services to, any third party. Customer shall not grant rights of access to the Software to anyone other than Users without Workiva's prior written consent. The rights granted to Customer under the Agreement may not be sold, resold, assigned (except as set forth in Sections 1.2(b) and 10.6), leased, rented, sublicensed, or otherwise transferred or made available for use by third parties, in whole or in part, by Customer without Workiva's prior written consent. For the avoidance of doubt, Customer may allow an Affiliate to use the Software under Customer's Order for such Affiliate's benefit, subject to Section 1.2(d). Customer shall not employ any techniques or make use of any services, automated or otherwise, designed to represent Users of the Software, or to represent, or misrepresent, Customer's Users' activity, including without limitation by the use of bots, botnets, screen scrapers, scripts, apps, plugins, extensions or other automated means to register accounts, log in, add new Users, send messages, post comments, or otherwise to act on Customer's behalf. Customer shall not gain or attempt to gain unauthorized access to any portion of the Software (including any application programming interfaces in the Software), or its related systems or networks, for use in a manner that would exceed the scope granted under the Agreement, or facilitate any such unauthorized access for any third party. If any unauthorized access occurs, Customer shall promptly notify Workiva of the incident and shall reasonably cooperate in resolving the issue. Customer shall not reverse engineer, decompile, or disassemble any Software or otherwise attempt to discover the source code thereof or permit any third party to do so. Customer shall not attempt to disable or circumvent any security measures in place. Customer may not knowingly reproduce or copy the Software, in whole or in part. Customer shall not modify, adapt, or create derivative works of the Software. Customer shall not use the Software to store or transmit libelous or otherwise unlawful or tortious material or any material in violation of third party privacy rights. Customer shall not knowingly interfere with or disrupt the integrity or performance of the Software or third party data contained therein.

7.0 **Warranties; Disclaimers**.

7.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization, (b) it has, and throughout the Agreement Term, will retain, the full right, power, and authority to enter into the Agreement and perform its obligations hereunder, (c) the execution of these Master Terms and Conditions by its representative set forth below has been duly authorized by all necessary corporate or organizational action of such party, and (d) when executed and delivered by both parties, an Order incorporating these Master Terms and Conditions will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2 Workiva Representations and Warranties. Workiva warrants (a) that the Software will perform materially in accordance with the Documentation and the Agreement, (b) to use best efforts to correct material defects that are reported by Customer or its Users as further set forth in the Service Levels (if a malfunction is due to a problem with Customer hardware or software, Workiva will so inform Customer and it will be Customer's responsibility to obtain and pay for any repairs or modifications required for such Customer hardware or software), (c) the Services will be performed in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet Workiva's obligations under the Agreement, (d) the Documentation will be reasonably updated so that it continues to describe the Software and Services in all material respects, and (e) to the best of its knowledge, the Software does not contain code whose purpose is to disrupt, damage, or interfere with Customer systems, software, or Customer Data.

7.3 Customer Acknowledgements. Customer accepts responsibility for selection of the Services to achieve Customer's intended results. Customer is solely responsible for obtaining all necessary rights and consents to enter Customer Data into the Software and hereby warrants that providing Customer Data to Workiva under the Agreement will not violate or infringe the rights of any third party.

7.4 Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN THE AGREEMENT, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS." WORKIVA, ITS LICENSORS, AND SERVICE PROVIDERS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND WORKIVA EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. Workiva does not warrant that the Software or Subscription Services: (a) will be uninterrupted or error free or (b) will operate in combination with other hardware or software unless such hardware or software is Third Party Software or hardware or software expressly approved or recommended by Workiva. Customer acknowledges and agrees that Workiva and its licensors are not responsible for: (i) the accuracy or integrity of any Customer Data, (ii) the performance of Customer's or its Users' equipment, (iii) delivery of services or connectivity provided by third parties to Customer and its Users, or (iv) any loss or corruption of Customer Data that occurs as a result of transmitting or receiving Customer Data or viruses due to Customer's, or its Users', connection and access to the internet.

8.0 **Infringement Indemnification**.

8.1 Obligation to Defend. Workiva will (a) defend Customer from and against any claim by a third party alleging that the Software, when used as authorized under the Agreement, directly infringes such third party's patents, copyrights, or trademarks, and (b) in relation to such claim, indemnify and hold harmless Customer from any damages and costs finally awarded or agreed to in settlement by Workiva (including reasonable attorneys' fees).

8.2 Notice of Obligation. Workiva's obligations under Section 8.1 are expressly conditioned on the following: Customer shall (a) promptly notify Workiva in writing of any such claim of which Customer has actual knowledge (provided that failure to do so will only release Workiva from this obligation to the extent that such failure led to material prejudice), (b) in writing, grant Workiva sole control of the defense of any such claim and of all negotiations for its settlement or compromise, provided that no such settlement or compromise may impose any monetary or other obligations on Customer, and (c) reasonably cooperate with Workiva to facilitate the settlement or defense of the claim.

8.3 Replacement Software. Should the Software become, or of in Workiva's opinion is likely to become, the subject of a claim of infringement of a patent, trade secret, trademark, or copyright, Workiva may (a) procure for Customer, at no additional cost to Customer, the right to continue to use the Software, (b) replace or modify the Software, at no cost to Customer, to make it non-infringing, provided that the same function is performed by the replacement or modified Software, or (c) if in Workiva's judgment the right to continue to use the Software cannot be reasonably procured or the Software cannot reasonably be replaced or modified, terminate the Agreement (or the applicable Order) and grant Customer a pro-rated refund of any advance Fees paid applicable to the remainder of the Subscription Term.

8.4 Limitation. This Section 8 states the entire liability of Workiva with respect to infringement by Workiva software, or any parts thereof, and Workiva shall have no additional liability with respect to any alleged or proven infringement.

9.0 **Limitation of Liability**.

9.1 SUBJECT TO SECTION 9.2, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SOFTWARE, SOLUTION, SERVICES, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR ANY ORDER, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (B) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF CUSTOMER'S MISUSE OF, OR INABILITY TO USE, THE SOFTWARE IN ACCORDANCE WITH THE DOCUMENTATION, OR THE PERFORMANCE OR NONPERFORMANCE OF THE SOFTWARE OR SERVICES, AND (C) WORKIVA'S MAXIMUM LIABILITY UNDER THE AGREEMENT IS LIMITED TO THE FEES PAID BY CUSTOMER UNDER THE APPLICABLE ORDER TO WHICH THE CLAIM RELATES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

9.2 NOTWITHSTANDING THE ABOVE LIMITATIONS, THERE WILL BE NO LIMIT TO WORKIVA'S LIABILITY ARISING OUT OF (A) DEATH OR PERSONAL INJURY CAUSED BY WORKIVA'S NEGLIGENCE, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) ANY LIABILITY WHICH CANNOT LEGALLY BE EXCLUDED OR LIMITED.

10.0 **Miscellaneous**.

10.1 Public Announcements. Customer grants Workiva the right to use Customer's name, logo, trademarks, quotes, and/or trade names in press releases, product brochures, sales presentations, financial reports, webinars, and on its websites indicating that Customer is a customer of Workiva. All other public statements or releases require the mutual consent of the parties.

10.2 Non-Solicitation. Each party recognizes that the other party's employees constitute valuable assets. Accordingly, neither party will, during the Agreement Term and for a period of one (1) year thereafter, directly solicit any of the other's employees for positions of employment or as consultants or independent contractors. Notwithstanding the foregoing, neither party is precluded from (a) hiring an employee of a party that independently approaches it, (b) indirectly soliciting the other party's employees through the use of a staffing agency, provided that the party has not provided the staffing agency with names or other information to facilitate the solicitation of the other party's employee or contractor, or (c) conducting general recruiting activities, such as participation in job fairs or publishing advertisement in publications or on websites for general circulation.

10.3 Relationship of the Parties. The parties agree they are independent parties. Neither party shall be considered to be a partner, joint venture, employer, or employee of the other under the Agreement. The Agreement creates no agency in either party, and neither party has any authority whatsoever to bind the other party in any transaction or make any representations on behalf of the other party.

10.4 Notice. Any notice or demand which is required to be given under the Agreement will be deemed to have been sufficiently given and received for all purposes when delivered by hand, confirmed electronic transmission, or nationally recognized overnight courier, or five (5) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the address, facsimile number, or the e-mail address identified in the applicable Order, and to the attention of such other person(s) or officer(s) as either party may designate by written notice. The party providing notice in accordance with this Section 10.4 shall also send a copy to:

If to Customer:	**If to Workiva:**
State of Nevada	Workiva Inc.
_____	2900 University Boulevard
_____	Ames, Iowa 50010
_____	ATTN: Workiva Legal Department

10.5 Governing Law. Without regard to its conflicts of laws principles, the laws of Delaware govern all matters arising under or relating to the Agreement.

10.6 Assignment. Neither party may assign the Agreement, or any of its interest herein, without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a party's business related to

the subject matter of the Agreement or any merger, sale of a controlling interest, or other change of control of such party. In the event of assignment as mentioned in the previous sentence, the assigning party shall provide written notice as soon as is reasonably practicable. The Agreement applies to and binds the permitted successors and assigns of the parties.

10.7 Force Majeure. Neither party will be in default or otherwise liable for any delay in or failure of its performance under the Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, or failures or delays in transportation or communications (each, a "**Force Majeure Event**"). The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of the Agreement.

10.8 Injunctive Relief. Each party acknowledges and agrees that a breach or threatened breach by either party of any of its obligations under Sections 5 or 6 may cause immediate and irreparable harm to the non-breaching party for which monetary damages may not constitute an adequate remedy. Accordingly, the breaching party acknowledges and agrees that the non-breaching party shall be entitled to seek injunctive relief for the breaching party's obligations herein, without the non-breaching party having to prove actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for the breaching party's breach of the Agreement, but shall be in addition to all other remedies available to the non-breaching party at law or in equity.

10.9 Federal Government End Use Provisions. Workiva provides the Services and Software, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in these Master Terms and Conditions. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data-Commercial Items) and DFAR 227.7202-03 (Rights in Commercial Computer Software or Computer Software Documentation). If any portion of the Software is deemed "non-commercial," the Services are licensed under the terms hereof and under the RESTRICTED RIGHTS set forth in the applicable FARs and DFARs (and the government's use, duplication and disclosure rights are restricted as set forth therein). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Workiva to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

10.10 Further Assurances. The parties shall reasonably cooperate with each other to provide such further assurances as may be reasonably required to better evidence and reflect, or to show the ability to carry out the intent, purposes, and obligations of the Agreement.

10.11 Pre-Release Data. The Parties acknowledge that Customer Data may include Customer material non-public information (the "**Pre-Release Data**") and that United States securities laws impose certain restrictions on trading securities of an issuer when in possession of Pre-Release Data and on communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to trade in such securities based on such Pre-Release Data. Workiva confirms that its employees and service providers that have unencrypted access have been informed as to the confidential nature of Customer's Pre-Release Data and the importance of preserving its confidentiality, including refraining from trading in Customer's securities while in possession thereof.

10.12 Third Party Beneficiaries. Workiva Inc., its affiliates and licensors, as well as Customer's Affiliates that receive access as set forth in Section 1.2(d), may be third party beneficiaries of the Agreement. No other third party, including without limitation Customer's addition of third party Users pursuant to Section 1.2(b), is intended to be a beneficiary of the Agreement entitled to enforce its terms directly.

10.13 Third Party Terms. As of the start date in Customer's initial Subscription Order unless otherwise stated therein there are no terms and conditions for Third Party Software with which Customer must comply. If after Workiva commences its provision of Subscription Services any underlying Third Party Software becomes subject to additional terms and conditions, upon reasonable prior written notice to Customer such terms may be attached to the Agreement, or otherwise incorporated by reference. If Customer does not consent to such terms it must notify Workiva of its rejection within thirty (30) days of receipt of such notice and, notwithstanding anything to the contrary in Section 4.1 of these Master Terms and Conditions, the Agreement will continue under the terms and conditions previously in place until the completion of all then active Subscription Terms, at which time the Agreement and all Orders hereto will expire and be of no further force or effect.

10.14 Electronic Storage. The parties intend to allow for the electronic imaging and storage of the Agreement, and the admissibility into evidence of such an image in lieu of the original paper version of the Agreement. The parties stipulate that any computer printout of any such image of the Agreement shall be considered to be an "original" under the applicable court or arbitral rules of evidence when maintained in the normal course of business and shall be admissible as between the parties to the same extent and under the same conditions as other business records maintained in paper or hard copy form. The parties agree not to contest, in any proceeding involving the parties in any judicial or other forum, the admissibility, validity, or enforceability of any image of the Agreement because of the fact that such image was stored or handled in electronic form.

10.15 General. On the Effective Date, the Agreement supersedes all previous discussions, negotiations, understandings, and agreements between the parties with respect to its subject matter, including any non-disclosure agreements and/or obligations which will be expressly superseded in their entirety by Section 5 of these Master Terms and Conditions, and constitutes the entire Agreement between the parties. No oral statements or material not specifically incorporated herein will be of any force and effect. With the exception of any terms or conditions associated with additional Services available for purchase via Workiva's website that have been accepted or acknowledged (electronically or otherwise) by Customer or a User, no changes in or additions to these Master Terms and Conditions will be recognized unless incorporated herein by amendment and signed by duly authorized representatives of both parties. The application of Customer's general terms and conditions in any vendor acknowledgement or Customer's other general purchasing conditions are hereby expressly excluded and objected to by Workiva. These Master Terms and Conditions shall apply and supersede the pre-printed terms and conditions of any form submitted, in electronic format or otherwise, by either party. The Agreement will not be construed against either party as the purported drafter. The waiver by either party of a breach or violation of any provision of the Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of the Agreement, which will remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent necessary, in such adjudicator's opinion, to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein. Headings in these Master Terms and Conditions shall not be used to interpret or construe its provisions. The following order of precedence will be followed in resolving any inconsistencies between the terms of these Master Terms and Conditions and the terms of any Orders, exhibits, statements of work, or other documents: first, the Sections 1 - 10 of these Master Terms and Conditions, including the attached exhibits (which may give priority to Orders for certain purposes); second, terms contained in an Order; and third, the terms of any other documents referenced in any of the foregoing.

IN WITNESS WHEREOF, by signing below the parties agree to be bound by the foregoing Master Terms and Conditions.

State of Nevada

By: _____

Name: _____

Title: _____

Date: _____

workiva

By: _____

Name: _____

Title: _____

Date: _____

Workiva Confidential Information
USVN09012017

EXHIBIT A
ONSITE SERVICES

This Onsite Services Exhibit shall supplement the Master Terms and Conditions with respect to Workiva's provision of Onsite Services to Customer.

1.0 Any Onsite Services will be scheduled following Workiva's receipt of a fully executed SOW containing such Services. To the extent Customer requires a purchase order, Customer shall provide Workiva any associated reference number. Upon receipt of a fully executed SOW and purchase order, the parties will determine and finalize scheduling for the Onsite Services. Scheduling will be based upon the Customer's schedule, preferences, requirements, and the availability of Workiva's resources; provided, however, that the onsite services will be conducted onsite at a Customer facility during normal business hours, Monday through Friday, between 8:30 a.m. and 5:30 p.m. local Customer time, and remotely via telephone and internet. Subject to the parties' mutually agreed upon start date for Onsite Services Workiva has the sole discretion to set the travel schedule of its personnel, on a reasonable basis (e.g., avoiding weekend or after hours travel). Portions of the Onsite Services may be performed remotely.

2.0 Customer agrees to reasonably cooperate with Workiva until the Onsite Services are successfully completed. Customer provides Workiva with a single point of contact who will receive all communications regarding the Onsite Services; failure to provide a single point of contact may result in an increase or change to the onsite services scope, quote, and/or length. The contact must have the authority to act for Customer in all aspects of the onsite services, including but not limited to bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Additionally, the contact will (a) ensure that any communications between Workiva and Customer, including scope related questions or requests, are made through the appropriate Workiva personnel, (b) provide timely access to technical and business points of contact, and required data/information for matters related to the scope of the onsite services; ensure attendance by key Customer contacts at Customer meetings and presentations, (c) obtain and provide project requirements, information, data, decisions, and approvals within one (1) working day of Workiva's request, unless both parties agree to a different response time, and (d) ensure that Workiva personnel have reasonable and safe access to the Onsite Services site, internet connectivity, a safe working environment, adequate office space, and appropriate conference room facilities (including projector and whiteboard access) for meetings. Customer must inform Workiva of all access issues, required security measures, and provide access to all necessary facilities. Customer will back up its files and Customer Data prior to Workiva's commencement of the Onsite Services.

3.0 The "Change Control Process" is the process that governs changes to the scope of the Onsite Services. A written Change Order will be the vehicle for communicating any desired changes to the Onsite Services. The "**Change Order**" will describe any proposed changes to the Onsite Services' scope, pricing, resources, and tasks; the reason for the change(s); related assumptions and Customer responsibilities; and the schedule and price impacts of the change. Workiva will draft the Change Order based on discussions with Customer. Only changes included in a Change Order signed by both Customer and Workiva referencing the Agreement and the applicable SOW will be implemented. In some cases, a Change Order will authorize Workiva to study the impacts that a proposed change will have in terms of required changes to the Onsite Services' scope, schedule, and price. If, upon completion of the study, Customer agrees to proceed with an identified scope change, Workiva will draft a separate Change Order to detail the specifics associated with that change.

EXHIBIT B
SECURITY

This Security Exhibit shall supplement the Master Terms and Conditions with respect to Workiva's obligations in regards to Security of the Services.

1.0 **Workiva Data Security Program**. Workiva agrees that it engages in the handling or transmission of Customer's Confidential Information, and will therefore maintain a data security program that meets or exceeds the expectations defined in this Exhibit. Workiva agrees to allow Customer to perform one information security audit annually, upon at least thirty (30) days' prior written notice, that consists of a review of Workiva's: (a) information security policies, (b) information security incident response plan, (c) vulnerability management procedures, (d) disaster recovery documentation, (e) network perimeter vulnerability scans, (f) web application vulnerability scans, (g) and location(s) where Customer Confidential Information is processed.

2.0 **SOC 1 and SOC 2 Requirements**. At no additional cost or expense to Customer, at least once each calendar year during the Agreement Term, Workiva shall obtain a review of its systems and operations by an independent auditor in accordance with the then current SOC 1 and SOC 2 requirements and/or any successor standards. Upon Customer request, Workiva will deliver its SOC 1 and SOC 2 report(s), which cover at a minimum at least twelve (12) months. Workiva shall resolve any internal control weaknesses noted during the SOC 1 and SOC 2 reviews. This remediation will be at no additional expense to Customer.

3.0 **SIG/CAIQ Requirements**. At no additional expense to Customer, upon Customer's written request, limited to once per calendar year, Workiva shall deliver a SIG and/or CAIQ Standard Information Gathering report, or its equivalent, to Customer. Workiva shall resolve any internal control weaknesses noted in such report. This remediation will be at no additional expense to Customer.

4.0 **Information Handling, Protection, and Disposal**. Workiva represents and warrants that any medium and/or media that contain Customer Confidential Information for the purposes of delivery or transfer between Customer and Workiva are sufficiently secured and protected to prevent disclosure or examination by any unauthorized party. Customer acknowledges that neither Workiva nor the Software is a primary system of record of Customer Data, and Customer shall regularly backup any files for which it intends as such.

4.1 Workiva will immediately revoke access privileges to Customer Confidential Information for separated (either voluntarily or involuntarily) Workiva personnel following such separation.

4.2 Workiva will ensure that Customer Confidential Information will be encrypted in transit and at rest using a method or tool which encrypts the Customer Confidential Information using an encryption algorithm of sufficient strength to render the Customer Confidential Information unreadable and unintelligible.

4.3 Workiva will properly dispose of any Customer Confidential Information, as well as any documents and/or media that contain any Customer Confidential Information. Workiva defines "properly dispose of Customer Confidential Information" as being in the state that is beyond recognition and beyond reconstruction. Specifically, Workiva will destroy data utilizing one of the following methods:

(a) Format and overwrite the media with meaningless data (either with some fixed pattern (e.g. binary zeroes) or random data; there are numerous software utilities that are designed to securely remove files from disks).

(b) Degauss the media (degaussing equipment is available for magnetic tapes and hard disks).

(c) Destroy the media by crushing, incinerating, cross-cut shredding, or melting.

4.4 Upon request and within seventy-two (72) hours of destruction, Workiva will notify Customer's Account Administrator that the Customer Confidential Information has been destroyed. Further, Customer shall maintain the right to request proof of data destruction after receipt of the destruction notification from Workiva. Workiva will provide Customer with proof of data destruction within seventy-two (72) hours of Customer's request.

4.5 After the termination or expiration of the Agreement, Workiva shall continue to protect any Customer Confidential Information in Workiva's possession in accordance with the Agreement and this Exhibit.

5.0 **Password Security**.

5.1 Workiva will ensure that passwords are secured using a one-way hash of sufficient strength to render it unreadable and unintelligible.

5.2 The following password controls must be made available for Customer configuration:

(a) Password change frequency

(b) Password history

(c) Password length

(d) Password complexity (upper case, lower case, number, symbol)

(e) Number of times in twenty-four (24) hours a password can be reset

6.0 **Security Incident and Response**. Workiva agrees to notify the Customer within twenty-four (24) hours of any breach of security which has exposed, or for which there is a reasonable belief of exposure of, any Customer Confidential Information to unauthorized parties.

7.0 **Security Awareness and Compliance**. Workiva provides annual information security awareness training to its personnel assigned to provide Services to Customer. Workiva shall make the documentation available for review by Customer upon request.

8.0 **Personnel Security and Suitability**. Before assigning any Workiva agent, or employee to perform Services, a background check will be conducted. If, at any time, it is discovered that a current or prospective Workiva agent, or employee being considered for assignment to perform Services has a criminal record that includes a felony, Workiva will be responsible for determining whether assigning that current or prospective Workiva agent, employee or subcontractor would be consistent with the safe and efficient performance of the Services, taking into consideration any and all appropriate factors, such as: (i) the number, nature, and gravity of the offense(s) for which the individual was convicted and their relevance to the job duties to Customer under the Agreement, and (ii) the elapsed time and employment history since the most recent conviction and/or completion of the sentence. If a current or prospective Workiva agent, or employee attempts to withhold or falsify information pertaining to previous criminal convictions, that individual will be disqualified from any assignment to perform Services. In performing background checks for persons being considered for assignment to perform Services for Customer, Workiva is required to comply with all applicable laws.

9.0 **Physical Security**. Workiva shall restrict physical access to secured areas to those personnel who require such access to perform their job. Workiva shall keep access control records that document who had access to the secured area. Workiva agrees to make the access control records available to Customer upon request.

10.0 **Vulnerability Management**.

10.1 Workiva will develop, maintain, and adhere to documented procedures for network vulnerability management, including quarterly scanning of systems which transmit, process, or store any Customer Confidential Information.

10.2 Vulnerability management procedures shall define timely remediation of detected vulnerabilities.

10.3 Workiva will accurately log all activities of network vulnerability scanning and remediation, and maintain appropriate documentation of sufficient detail that demonstrates reasonable, good faith efforts to remediate vulnerabilities on systems which contain or have the potential to contain any Customer Confidential Information.

10.4 Workiva will develop, maintain, and adhere to documented procedures for web application vulnerability management. Those procedures will include automated inspection or scanning of web applications transmitting, processing, or storing any Customer Confidential Information for OWASP Top 10.

10.5 Workiva will accurately log all activities of web application vulnerability scanning and remediation, and maintain appropriate documentation of sufficient detail that demonstrates reasonable, good faith efforts to remediate vulnerabilities in web applications which transmit, process, or store any Customer Confidential Information.

11.0 **Disaster Recovery**. Workiva has developed and maintains a disaster recovery plan which provides for a back-up system and a plan to maintain operations in the event of an emergency or catastrophe that would otherwise significantly impact the ability to perform Services. Once per calendar year, Workiva will provide an executive summary of the plan to Customer upon Customer's written request.

12.0 **Security Events**. In the event that Workiva learns that there has been unauthorized access to or unauthorized acquisition or misuse of Customer Data on Workiva's systems or premises (a "**Security Event**"), Workiva will promptly give notice to Customer, unless prohibited by law. Upon the occurrence of a Security Event, Workiva shall (i) promptly take such steps it reasonably deems appropriate to contain and control the Security Event to prevent further unauthorized access to or misuse of the Customer Data, as applicable, and (ii) unless prohibited by law, continue to provide periodic updates relating to the investigation and resolution of the Security Event to Customer until it has been resolved. Unless prohibited by law and subject to the other provisions herein, Workiva will, upon reasonable request, cooperate with Customer in investigating each Security Event, including providing reasonably requested information regarding the nature, investigation, or resolution thereof.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this "**Agreement**") is entered into and is effective as of the 1st of December, 2017 (the "**Effective Date**"), by and between Workiva Inc., a Delaware corporation ("**Workiva**"), and State of Nevada ("**Counterparty**"), with a business address of 1100 East William Street Suite 101 Carson City, Nevada 89701.

1. **Purpose**. The parties' disclosure of Confidential Information hereunder is for the purpose of (a) a possible business relationship between the parties, or (b) the performance of services (in either case, the "**Purpose**").

2. **Confidential Information.** Each party that discloses information (the "**Disclosing Party**") may provide to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business operations, including those of its affiliated companies, which the Disclosing Party regards as confidential ("**Confidential Information**"). The term "Confidential Information" shall mean all financial, technical, and other information including all copies thereof (including, without limitation, all agreements, files, books, logs, charts, records, studies, reports, schedules, plans, and statistical information) that may be furnished or disclosed to the Receiving Party by, or acquired by the Receiving Party directly or indirectly from, the Disclosing Party, including as a result of an inspection of any facility of the Disclosing Party or the Disclosing Party's contractors, licensees, or other customers. Such term shall also include all copies and extracts of Confidential Information and all computer-generated studies and data containing Confidential Information prepared by or for the benefit of the Disclosing Party.

3. **Means of Disclosure and Identification**. Information that is considered Confidential Information by the Disclosing Party may be disclosed orally or in writing. Oral disclosures of Confidential Information will be noted as such at the time of disclosure.

4. **Exclusions**. For purposes of this Agreement, Confidential Information shall not include, and the obligations herein shall not apply to, information that: (i) is now or subsequently becomes generally available to the public through no fault of the Receiving Party; (ii) the Receiving Party can demonstrate was rightfully in its possession prior to disclosure to the Receiving Party by the Disclosing Party; (iii) is independently developed by the Receiving Party without the use of any Confidential Information provided by the Disclosing Party; or (iv) the Receiving Party rightfully obtains from a third party who has the right, without obligation to the Disclosing Party, to transfer or disclose such information.

5. **Confidentiality Obligations.**

    a. The Receiving Party shall use commercially reasonable efforts to protect the confidentiality of the Confidential Information it receives from the Disclosing Party, at least equivalent to the degree of care that the Receiving Party uses in its own business to protect its own Confidential Information.

    b. The Receiving Party may provide the Confidential Information it receives from the Disclosing Party only to persons who (i) have a "need to know" such Confidential Information in order to enable the Receiving Party to use such Confidential Information for the Purpose and (ii) are legally bound to use and disclose such Confidential Information for no other purpose than to fulfill and further the Purpose.

    c. The Receiving Party may, in addition, use or disclose Confidential Information if: (i) required by any request or order of any government authority, provided that the Receiving Party shall first, to the extent legally permissible, attempt to notify the Disclosing Party of such requirement and

permit the Disclosing Party to contest such requirement; (ii) otherwise required by law; or (iii) necessary to establish its rights under this Agreement.

d. The Receiving Party shall notify the Disclosing Party immediately in the event of loss or compromise of any Confidential Information received from the Disclosing Party.

6. **No Implied License**. No rights or licenses under copyright, patent, or trademark of the Disclosing Party are granted or implied by either a confidential or non-confidential disclosure, except that the Receiving Party may make a reasonable number of copies of documents in order to carry out the purpose for which use of the Confidential Information is authorized by the Disclosing Party.

7. **Rights in Data**. Unless otherwise agreed by the Disclosing Party in writing, the Disclosing Party shall have sole ownership of all inventions, discoveries, and improvements and all works of authorship resulting in whole or in part from its efforts, whether alone or in concert with the Receiving Party, including all associated intellectual property rights. The Receiving Party shall cooperate with the Disclosing Party and execute, or cause its personnel to execute, such further acknowledgments and instruments as may be necessary to establish such ownership.

8. **Right to Disclose**. The Disclosing Party warrants that it has the right to disclose the Confidential Information to the Receiving Party. Otherwise, all information is provided "AS IS" and without any warranty, expressed, implied or otherwise, regarding its accuracy or performance.

9. **Return**. Promptly upon the Disclosing Party's request, the Receiving Party will either return or, if requested by the Disclosing Party, destroy all copies of any media or materials containing Confidential Information of the Disclosing Party, including but not limited to, all computer programs, documentation, notes, plans, drawings, and copies thereof.

10. **Term**. The term of this Agreement shall commence on the Effective Date of this Agreement and shall end five (5) year(s) after such date, provided however the parties' obligations of confidentiality shall last as long as the information remains confidential.

11. **Relief.** The Receiving Party agrees that, in the event of any breach of any provision hereof, the Disclosing Party may or will not have an adequate remedy in money or damages. The Receiving Party therefore agrees that, in such event, the Disclosing Party shall be entitled to seek injunctive relief against such breach in any court of competent jurisdiction, without the necessity of posting a bond even if otherwise normally required. Such injunctive relief will in no way limit the Disclosing Party's right to obtain other remedies available under applicable law. No failure or delay by a party hereto in enforcing any right, power, or privilege created hereunder shall operate as an implied waiver thereof, nor shall any single or partial enforcement thereof preclude any other or further enforcement thereof or the enforcement of any other right, power, or privilege.

12. **No Assignment**. Except as expressly permitted otherwise by this Agreement, the rights and benefits of this Agreement may not be assigned by either party. Confidential Information provided by the Disclosing Party may include Confidential Information that the Disclosing Party has obtained from a third party under a duty of confidentiality and, in such event, the provisions of this Agreement shall equally apply to the protection of such Confidential Information.

13. **Signed Counterparts**. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement must be manually signed and may be delivered by facsimile or email (in .pdf format) and upon such delivery the facsimile or .pdf signature will be deemed to have the same effect as if the original signature had been delivered to the other Party.

14. **Miscellaneous**. This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may not be amended except by the written

agreement signed by authorized representatives of both parties. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such enforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The parties acknowledge that the terms and conditions of this Agreement and the existence of the discussions between them are confidential, and shall not be disclosed, except as provided in Section 5, without the written consent of the other party.

In witness whereof, the parties agree to the foregoing terms and conditions and by execution of this Agreement, therefore are bound by the terms in this Agreement.

Workiva Inc.	State of Nevada
By: Jill Klindt, Senior Vice President	By: _____
_____	_____
(Signature)	(Signature)
Date: _____	Date: _____

Contact for Workiva:

Workiva Legal

Address: 2900 University Blvd.

Ames, Iowa 50010

Telephone: 515-663-4435

Email: legal@workiva.com

Contact for Counterparty:

_____
(Printed Name and Title)

Address: 1100 East William Street
Suite 101
Carson City, Nevada 89701
United States

Telephone: 17756843676

Email: _____

Workiva Confidential Information
Version No. 12102014

040203

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street Carson
City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Qualification to do Business in Nevada

(PURSUANT TO NRS CHAPTER 80)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Corporation:	Workiva Inc.
2. Jurisdiction of Incorporation/ Creation:	Delaware — [X] This corporation is in good standing in the jurisdiction of its incorporation/creation.
3. Registered Agent for Service of Process: (check only one box)	[X] Commercial Registered Agent: Cogency Global Inc. (Name) [ ] Noncommercial Registered Agent (name and address below) *OR* [ ] Office or Position with Entity (name and address below) Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity Street Address — City — Nevada — Zip Code Mailing Address (if different from street address) — City — Nevada — Zip Code
4. Authorized Stock: (set forth the total authorized stock indicating number of par shares, par value per share and/or number of no par shares; mark appropriate box if entity is a nonprofit corporation with or without stock; submit required documentation to support statement; stock statement must match documentation exactly)	Total Authorized Stock: 1600000000 (a) Number of shares *with* par value: 1600000000 (b) Par value per share: $ 0.001 (c) Number of shares *without* par value: 0 If a Nonprofit Entity: [ ] This is a nonprofit entity *with* authorized stock, as listed above. [ ] This entity is a nonprofit, non-stock corporation.
5. Purpose: (required; continue on additional page if necessary)	*The purpose of the corporation shall be:* Sales of online financial software
6. Name, Title and Signature of Officer Making Statement:	**I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.** Jill Klindt (Name) Chief Accounting Officer (Title of Officer) X [signature] Officer Signature
7. Certificate of Acceptance of Appointment of Registered Agent:	*I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.* X [signature] **Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity** — Date: 12-4-17

This form must be accompanied by appropriate fees.

(PROFIT) INITIAL/ANNUAL LIST OF OFFICERS, DIRECTORS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

Workiva Inc.
NAME OF CORPORATION

FOR THE FILING PERIOD OF _____ TO _____

100103

USE BLACK INK ONLY - DO NOT HIGHLIGHT

☒ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An **Officer** must sign the form. *FORM WILL BE RETURNED IF UNSIGNED.*
2. If there are additional officers, attach a list of them to this form.
3. Return the completed form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A $75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.

ABOVE SPACE IS FOR OFFICE USE ONLY

4. State business license fee is $500.00/$200.00 for Professional Corporations filed pursuant to NRS Chapter 89. Effective 2/1/2010, $100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional $30.00 per certification. A **copy fee of $2.00 per page** is required for **each additional copy** generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code: ☐

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NRS 76.020 Exemption Codes
001 - Governmental Entity
006 - NRS 680B.020 Insurance Co.

☒ This corporation is a publicly traded corporation. The Central Index Key number is: 0001445305

☐ This publicly traded corporation is not required to have a Central Index Key number.

NAME	TITLE(S)		
See attached list of officers and directors	PRESIDENT (OR EQUIVALENT OF)		
ADDRESS	CITY	STATE	ZIP CODE

NAME	TITLE(S)		
	SECRETARY (OR EQUIVALENT OF)		
ADDRESS	CITY	STATE	ZIP CODE

NAME	TITLE(S)		
	TREASURER (OR EQUIVALENT OF)		
ADDRESS	CITY	STATE	ZIP CODE

NAME	TITLE(S)		
	DIRECTOR		
ADDRESS	CITY	STATE	ZIP CODE

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X _____
Signature of Officer or Other Authorized Signature

Title Chief Accounting Officer

Date 12/1/17

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

180304

Registered Agent Acceptance

(PURSUANT TO NRS 77.310)

This form may be submitted by: a Commercial Registered Agent, Noncommercial Registered Agent or Represented Entity. For more information please visit http://www.nvsos.gov/index.aspx?page=141

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Acceptance of Appointment by Registered Agent

In the matter of Workiva Inc.

Name of Represented Business Entity

I, Cogency Global Inc. am a:

Name of Appointed Registered Agent *OR* Represented Entity Serving as Own Agent*

(complete only one)

a) [X] commercial registered agent listed with the Nevada Secretary of State,

b) [ ] noncommercial registered agent with the following address for service of process:

Street Address City Nevada Zip Code

Mailing Address (if different from street address) City Nevada Zip Code

c) [ ] represented entity accepting own service of process at the following address:

Title of Office or Position of Person in Represented Entity

Street Address City Nevada Zip Code

Mailing Address (if different from street address) City Nevada Zip Code

and hereby state that on 12-4-17 (Date) I accepted the appointment as registered agent for the above named business entity.

X [signature]

Authorized Signature of R.A. or On Behalf of R.A. Company Date 12-4-17

*If changing Registered Agent when reinstating, officer's signature required.

X

Signature of Officer Date

230305

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Customer Order Instructions

SUBMIT THIS COMPLETED FORM WITH YOUR FILING

USE BLACK INK ONLY - DO NOT HIGHLIGHT

Processing Service Requested: [X] Regular [ ] 24-Hour Expedite (additional fee included)

Name of Entity: Workiva Inc.

Date: 12/01/2017

Return to: Workiva Inc.
2900 University Blvd.
Ames, IA 50010

Contact Name: Richard Greenwell

Phone: (515) 663-4502

Return Delivery: (email or fax options do not receive a copy via mail; must be ordered separately)

[X] Email to: tax@workiva.com

[ ] Fax to:

[ ] Hold for Pick Up [ ] Mail to Address Above [ ] FedEx: Acct #

[ ] Other: (explain below)

Order Description: (include items being ordered and fee breakdown)*

Initial List Fee: $150
Business License Fee: $500
Initial Filing Fee: $925

***PLEASE NOTE:** this office keeps the original paperwork. The first file stamped copy ordered at the time of filing is at no charge. Each additional copy is **$2.00** per page (plus **$30.00** for each certification).

Total Amount: $1,575.00

Method of Payment:

[X] Check/Money Order [ ] Credit Card (attach ePayment checklist) [ ] Trust Account:

[ ] Use balance remaining in job #

Workiva Inc.

The name and addresses of officers and directors:

OFFICERS:

Chairman and Chief Executive Officer (*Principal Executive Officer*)	Matthew M. Rizai 2900 University Blvd. Ames, IA 50010
President and Chief Operating Officer	Martin J. Vanderploeg 2900 University Blvd. Ames, IA 50010
Executive Vice President and Chief Financial Officer (*Principal Financial Officer)*	J. Stuart Miller 2900 University Blvd. Ames, IA 50010
Executive Vice President, Secretary, and General Counsel	Troy M. Calkins 2900 University Blvd. Ames, IA 50010
Executive Vice President, Strategic Initiatives	Joseph H. Howell 2900 University Blvd. Ames, IA 50010
Executive Vice President and Chief Technology Officer	Jeffrey D. Trom 2900 University Blvd. Ames, IA 50010
Senior Vice President, Treasurer and Chief Accounting Officer (*Principal Accounting Officer*)	Jill E. Klindt 2900 University Blvd. Ames, IA 50010
Executive Vice President, Global Sales	Scott Ryan 2900 University Blvd. Ames, IA 50010
Executive Vice President, Global Operations	Mithun Banarjee 2900 University Blvd. Ames, IA 50010

DIRECTORS:

Matthew M. Rizai
2900 University Blvd.
Ames, IA 50010

Martin J. Vanderploeg
2900 University Blvd.
Ames, IA 50010

Eugene S. Katz
2900 University Blvd.
Ames, IA 50010

Michael M. Crow
2900 University Blvd.
Ames, IA 50010

Robert H. Herz
2900 University Blvd.
Ames, IA 50010

David S. Mulcahy
2900 University Blvd.
Ames, IA 50010

Suku Radia
2900 University Blvd.
Ames, IA 50010

Section V Scope of Work

1.1 GOALS AND OBJECTIVES

The solution must, at a minimum, provide the following functionality:

1.1.1 Import fund trial balances and functional data from existing CGI Advantage enterprise resource planning (ERP) system and other accounting/ERP systems;

Wdesk makes it easy to connect and update data from your most critical systems, including desktop spreadsheets and documents, general ledgers, ERP, CRM, and other sources into the platform. Wdesk offers direct import and export capabilities, an Excel® sync add-in, APIs, and pre-built connectors.

Bidirectional data flows in connected systems and linked data within Wdesk gives you confidence in the accuracy of your data. Imports directly from source systems eliminate manual entry errors, and automated refresh ensures up-to-date data.

Wdesk Spreadsheet Connectors: Workiva offers a growing ecosystem of pre-built connectors to ERP, CRM, and HR systems, including common platforms like Dell Boomi™, Host Analytics®, NetSuite®, Oracle®, and SAP® solutions.

Direct API access via the Data Connection Toolkit: Workiva delivers comprehensive standards-based web service APIs to support all integrations to and from the Wdesk platform. These connections would be built and maintained by the customer's IT team.

Our Consulting Team can help you determine which integration path will work best for your needs.

1.1.2 Make journal entries to adjust the balances of the accounts;

Spreadsheets gives you the power to work with large, complex data in a familiar, collaborative, and controlled environment.

- ***Create Spreadsheets three different ways: synchronize an external Excel file using Wdesk Sync, create a new Spreadsheet from scratch in Wdesk or import a .csv file.***
- ***Real time collaboration - In traditional Wdesk documents, only one person can work in a section at a time, as indicated by the pencils and locks. In Wdesk Spreadsheets, multiple people can be working together in the same sheet, in real time.***
- ***Utilize cross sheet formulas in Spreadsheets.***
- ***Easily understand complex formulas using the Advanced Formula Editor.***
- ***Link from data in Spreadsheets to Wdesk Documents, Presentations and Workbooks.***
- ***Save a local copy of your Spreadsheet as a .csv or.xlsx file if needed***
- ***Develop spreadsheets to allow computation and tracking of post-closing adjustments, such as eliminations and GASB 34 entries, for conversion from Governmental fund statements to Government-wide statements. Linking allows for full data integrity between MD&A, footnotes, reconciliation pages, and the two sets of statements for any GASB 34 adjusting entry.***

1.1.3 Produce year-over-year comparison reports;

Year-over-year comparison reports may be created in Wdesk by using spreadsheets to manage the calculations (see the previous answer for information regarding the spreadsheets functionality). If desired, your data could then be linked into a chart or graph directly in your document.

Tables and charts are separate features in most spreadsheet applications, but are bundled together in Wdesk. A chart created in Wdesk is actually a table of data with a chart view. When the values in the table are updated, the chart graphics automatically update.

Supported chart types include: Line Charts, Area Charts, Column charts, Stacked Charts, Line/Column (Combo) Charts, Pie Charts, Doughnut Charts, Waterfall Charts, Scatter Charts and Bubble Charts.

1.1.4 Produce balance sheets, income statements, and statements of cash flows by fund on the accrual and modified accrual basis of accounting;

Financial Data Management and Reporting Solution

Wdesk allows users to create any various types of financial reports including, but not limited to:

- ***CAFR***
- ***PAFR/Citizen Reporting***
- ***Budget Reporting***
- ***Quarterly Financial Reporting***
- ***Internal Controls***

Wdesk is a cloud-based application that makes creating and managing complex business reports easy. It's simple to use, has a familiar interface, and lets people work together on common documents. Wdesk combines word processing, linked workbooks, charts, and presentations into one application that powers all of our solutions.

Accuracy you can count on.
Live-linked data is always up to date, and the Wdesk application can easily incorporate information from many different sources. Data is stored in the cloud, so the version being edited is always current.

Data consistency.
Wdesk is your single source of truth. Across the enterprise, teams can rely on our cloud platform as the place to get final answers. Connect and reuse live-linked data and narrative throughout your organization.

History and audit trail.
Ensure consistency and accuracy in every step of your business process. In Wdesk, every change leaves a digital record. Grant powerful review capabilities directly to your reviewers and auditors.

Version control.
Your team is always on the same page. Manage your documents and data with less effort and more accuracy. Teams work on the same version of document and data in Wdesk.

Easy and efficient.
Wdesk was designed to be as easy as the familiar office apps used today, but built for the cloud. Easy setup means users can be up and running in less than three hours, with no IT involvement. Users can work on or approve reports from anywhere.

Wdesk documentation is fully compatible with Office. Users can import Excel, Word and PowerPoint documents into Wdesk for collaboration. Additionally users can export documents from Wdesk to Excel, Word, PowerPoint, or PDF format. We also support images such as .jpeg and .gif files.

1.1.5 Produce reports and statements for the State CAFR.

Wdesk allows for the creation of custom face statements that reflect the specific reporting lines required for each individual organization. Utilizing your trial balance data and chart of account and associated business rules, custom face statements for both governmental funds and government-wide, or proprietary and fiduciary funds statements are easily created. Adjustments required for GASB 34 can be entered and documented with the associated work papers and linked to the reconciliation pages and thereby adjust the reported lines items for presentation in the government-wide statements. The process in Wdesk allows for complete transparency of the adjustments and is easy to recreate year-over-year, thereby supporting a repeatable and sustainable process.

Financial Data Management and Reporting Solution

Wdesk allows users to create any various types of financial reports including, but not limited to:

- ***CAFR***
- ***PAFR/Citizen Reporting***
- ***Budget Reporting***
- ***Quarterly Financial Reporting***
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Wdesk documentation is fully compatible with Office. Users can import Excel, Word and PowerPoint documents into Wdesk for collaboration. Additionally users can export documents from Wdesk to Excel, Word, PowerPoint, or PDF format. We also support images such as .jpeg and .gif files.

Create Publish Ready PDF

A PDF document may be created of an entire project or of any combination of documents within a project. The PDF can then be saved or printed. Create Publish Ready PDF is an option when saving as PDF that generates a PDF suitable for traditional printing. When creating a Publish Ready PDF, you can include the following options:

- ***Hyperlink formatting (underlines and blue text color)***
- ***Table Cell background shading***
- ***Leader dots in cells***

Style Guides

If you need to reuse the same text formatting options repeatedly, you may consider creating a Style Guide to make the process quick and easy. Style Guides let you apply uniform formatting by highlighting the text and selecting the style you wish to apply from a drop-down menu. Only document owners can create and edit style guides, but anyone can use them. Styles can be applied to document text, document tables, and presentations.

Export to InDesign

Documents created in Wdesk can be exported to Adobe InDesign for greater customization and layout for printing. Wdesk facilitates designed reporting in InDesign through the use of an In Copy Markup Language (ICML) exporter and customized style guides. Wdesk is best utilized for document editing and collaboration, while InDesign is best utilized for handling complex document design.

1.1.6 Provide for audit trail and produce reports on paper and electronically with ease; and

Audit Trail

Wdesk, as a cloud-based application, autosaves all content every 60 seconds, backing up all changes and edits to the cloud servers. If there is any disruption to your service, a hardware or network failure for instance, all edits made outside that 60 second window are accessible the next time a user logs into the application. Those changes are saved in draft mode and are therefore not accessible until shared.

Share is a unique concept to Wdesk and is a large component of the collaborative element of the application. When a user shares their edits, a new version of the document is created in the history panel and those changes are now viewable or editable by other users. Before a document is shared, the section or slide that is being edited in draft mode, displays the most current version of that section/slide without the draft changes. The application will restrict any other users from editing that section until the user with drafts shares their changes.

Each time a change is made to a document, the user must "share" those changes in order for other users to be able to edit the changed section(s). Each time a document is "shared" a record is made of that share. This record is a full copy of the document as it existed when shared and can be accessed from the document history panel. Each share shows the name of the user that made the share as well as the time of the share, any comments made by the user when shared, if the share was saved as a milestone and the milestone name (for milestones). Each historical version can be opened at any time, and blacklines can be created between document versions to display the changes between them. These powerful features provide full auditing of documents.

Microsoft Office Compatibility

Wdesk documentation is fully compatible with Office. Users can import Excel, Word and PowerPoint documents into Wdesk for collaboration and can export documents from Wdesk to Excel, Word, PPT, or PDF format. Users can also attach and view Office and PDF documents directly in Wdesk.

Export to InDesign

Documents created in Wdesk can be exported to Adobe InDesign for greater customization and layout for printing. Wdesk facilitates designed reporting in InDesign through the use of an In Copy Markup Language (ICML) exporter and customized style guides. Wdesk is best utilized for document editing and collaboration, while InDesign is best utilized for handling complex document design.

1.1.7 Accommodate an initial nine (9) users and add additional users as needed.

Wdesk collaboration

Wdesk is built for easy collaboration among multiple document editors. Wdesk documents are often very large reports created by a team of individuals. There are several features and tools to facilitate effective and orderly collaboration.

- ***Multiple contributors work simultaneously on the same document with real-time updating.***
- ***Users have private drafts of their working sections until they are ready to share with the team.***
- ***Each section that is shared creates a revision in the document history providing a full audit trail of every change made to the document.***
- ***Commenting with threaded replies streamlines the review process.***

Saving and Sharing Documents

While you're working in a document, Wdesk saves your changes automatically every 60 seconds. In addition, you can manually save your changes at any time.

Saving preserves a private, personal draft. Colleagues will not see your changes until you share the changed section or document.

Share is a unique concept to Wdesk and is a large component of the collaborative element of the application. When a user shares their edits, a new version of the document is created in the history panel and those changes are now viewable or editable by other users. Before a document is shared, the section or slide that is being edited in draft mode, displays the most current version of that section/slide without the draft changes. The application will restrict any other users from editing that section until the user with drafts shares their changes.

Permissions and Document Sections

Document Permissions allows a document owner to grant access to specific sections to individuals or groups of users. Users can work simultaneously on personal drafts in different sections until they are ready to share their changes with their team.

As you work on a section, it is locked for your colleagues until you have shared that section.

A new revision is created each time you share your changes. This record is a full copy of the document as it existed when shared and can be accessed from the document history panel. Each share shows the name of the user that made the share as well as the time of the share, any comments made by the user when shared, if the share was saved as a milestone and the milestone name (for milestones). Each historical version can be opened at any time, and blacklines can be created between document versions to display the changes between them. These powerful features provide full auditing of documents.

Collaborative Review

Sending documents or blacklines for review enables others in your organization to look through and comment on a particular snapshot of your document. Multiple individuals can give feedback simultaneously. This feedback is aggregated automatically in Wdesk, reducing back-and-forth iteration and duplicated effort.

Using Tasks

Tasking is a fully integrated solution for creating and completing tasks within Wdesk. Tasking is flexible with multiple task types available: Approvals, reviews, requests for documentation, or any custom task required for your work. Assign and respond to tasks in the same environment used to create your reports. Assignees are sent email notifications alerting them to their tasks and you can track tasks you've assigned or been assigned in a filterable dashboard within Wdesk.

2.4 SOFTWARE REQUIREMENTS

The solution shall replace current CAFR reporting software and must be a full Government Accounting Standards Board (GASB) reporting system that will, at a minimum:

2.3.1 Help export trial balance and fund and budget structure data from the State's existing Advantage accounting system.

Wdesk makes it easy to connect and update data from your most critical systems, including desktop spreadsheets and documents, general ledgers, ERP, CRM, and other sources into the platform. Wdesk offers direct import and export capabilities, an Excel® sync add-in, APIs, and pre-built connectors.

Bidirectional data flows in connected systems and linked data within Wdesk gives you confidence in the accuracy of your data. Imports directly from source systems eliminate manual entry errors, and automated refresh ensures up-to-date data.

Wdesk Spreadsheet Connectors

Workiva offers a growing ecosystem of pre-built connectors to ERP, CRM, and HR systems, including common platforms like Dell Boomi™, Host Analytics®, NetSuite®, Oracle®, and SAP® solutions.

Direct API access via the Data Connection Toolkit

Workiva delivers comprehensive standards-based web service APIs to support all integrations to and from the Wdesk platform. These connections would be built and maintained by the customer's IT team.

Our Consulting Team can help you determine which integration path will work best for your needs.

2.3.2 Contain a full adjusting journal entry system and allow for posting entries in accordance with GASB reporting standards.

Spreadsheets gives you the power to work with large, complex data in a familiar, collaborative, and controlled environment.

- ***Create Spreadsheets three different ways: synchronize an external Excel file using Wdesk Sync, create a new Spreadsheet from scratch in Wdesk or import a .csv file.***
- ***Real time collaboration - In traditional Wdesk documents, only one person can work in a section at a time, as indicated by the pencils and locks. In Wdesk Spreadsheets, multiple people can be working together in the same sheet, in real time.***
- ***Utilize cross sheet formulas in Spreadsheets.***
- ***Easily understand complex formulas using the Advanced Formula Editor.***
- ***Link from data in Spreadsheets to Wdesk Documents, Presentations and Workbooks.***
- ***Save a local copy of your Spreadsheet as a .csv or.xlsx file if needed***
- ***Develop spreadsheets to allow computation and tracking of post-closing adjustments, such as eliminations and GASB 34 entries, for conversion from Governmental fund statements to Government-wide statements. Linking allows for full data integrity between MD&A, footnotes, reconciliation pages, and the two sets of statements for any GASB 34 adjusting entry.***

2.3.3 Produce all financial statements, supporting schedules, and notes and disclosures of the financial statements as contained in the State CAFR (refer to ***Section 2.1, Current CAFR***).

Wdesk allows for the creation of custom face statements that reflect the specific reporting lines required for each individual organization. Utilizing your trial balance data and chart of account and associated business rules, custom face statements for both governmental funds and government-wide, or proprietary and fiduciary funds statements are easily created. Adjustments required for GASB 34 can be entered and documented with the associated work papers and linked to the reconciliation pages and thereby adjust the reported lines items for presentation in the government-wide statements. The process in Wdesk allows for complete transparency of the adjustments and is easy to recreate year-over-year, thereby supporting a repeatable and sustainable process.

Financial Data Management and Reporting Solution

Wdesk allows users to create any various types of financial reports including, but not limited to:

- ***CAFR***
- ***PAFR/Citizen Reporting***
- ***Budget Reporting***
- ***Quarterly Financial Reporting***
- ***Internal Controls***

Wdesk is a cloud-based application that makes creating and managing complex business reports easy. It's simple to use, has a familiar interface, and lets people work together on common documents. Wdesk combines word processing, linked workbooks, charts, and presentations into one application that powers all of our solutions.

Accuracy you can count on.
Live-linked data is always up to date, and the Wdesk application can easily incorporate information from many different sources. Data is stored in the cloud, so the version being edited is always current.

Data consistency.
Wdesk is your single source of truth. Across the enterprise, teams can rely on our cloud platform as the place to get final answers. Connect and reuse live-linked data and narrative throughout your organization.

History and audit trail.
Ensure consistency and accuracy in every step of your business process. In Wdesk, every change leaves a digital record. Grant powerful review capabilities directly to your reviewers and auditors.

Version control.
Your team is always on the same page. Manage your documents and data with less effort and more accuracy. Teams work on the same version of document and data in Wdesk.

Easy and efficient.
Wdesk was designed to be as easy as the familiar office apps used today, but built for the cloud. Easy setup means users can be up and running in less than three hours, with no IT involvement. Users can work on or approve reports from anywhere.

Wdesk documentation is fully compatible with Office. Users can import Excel, Word and PowerPoint documents into Wdesk for collaboration. Additionally users can export documents from Wdesk to Excel, Word, PowerPoint, or PDF format. We also support images such as .jpeg and .gif files.

2.3.4 Allow for reporting the Required Supplemental Information, Management Discussion and Analysis, transmittal letter, and statistical tables; and be published on a platform that will paginate and page-number (refer to ***Section 2.1, Current CAFR***).

Financial Data Management and Reporting Solution

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Pagination Options

In Wdesk you can create a variety of headers and footers for your document. Headers are used to enter important information about your document at the top of the page, and footers at the bottom. This can include the document or section title, a hyperlink to the table of contents, a date, page numbers, or other pertinent information.

You can even format individual sections of your document, allowing you to set options for page breaks and page number formatting for a particular section. Under Page Breaks, you can decide to include a page break at the end of the section for a clear separation between sections. With Page Number Format settings, you can choose to continue numbering from the previous section, or restart numbering with the new section. If you decide to start page numbering over, you can set the format here as well.

Create Publish Ready PDF

A PDF document may be created of an entire project or of any combination of documents within a project. The PDF can then be saved or printed. Create Publish Ready PDF is an option when saving as PDF that generates a PDF suitable for traditional printing. When creating a Publish Ready PDF, you can include the following options:

- ***Hyperlink formatting (underlines and blue text color)***
- ***Table Cell background shading***
- ***Leader dots in cells***

Style Guides

If you need to reuse the same text formatting options repeatedly, you may consider creating a Style Guide to make the process quick and easy. Style Guides let you apply uniform formatting by highlighting the text and selecting the style you wish to apply from a drop-down menu. Only document owners can create and edit style guides, but anyone can use them. Styles can be applied to document text, document tables, and presentations.

Export to InDesign

Documents created in Wdesk can be exported to Adobe InDesign for greater customization and layout for printing. Wdesk facilitates designed reporting in InDesign through the use of an In Copy Markup Language (ICML) exporter and customized style guides. Wdesk is best utilized for document editing and collaboration, while InDesign is best utilized for handling complex document design.

2.3.5 Be multi-user access.

Wdesk Collaboration

Wdesk is built for easy collaboration among multiple document editors. Wdesk documents are often very large reports created by a team of individuals. There are several features and tools to facilitate effective and orderly collaboration.

- ***Multiple contributors work simultaneously on the same document with real-time updating.***
- ***Users have private drafts of their working sections until they are ready to share with the team.***
- ***Each section that is shared creates a revision in the document history providing a full audit trail of every change made to the document.***
- ***Commenting with threaded replies streamlines the review process.***

Saving and Sharing Documents

While you're working in a document, Wdesk saves your changes automatically every 60 seconds. In addition, you can manually save your changes at any time.

Saving preserves a private, personal draft. Colleagues will not see your changes until you share the changed section or document.

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2.3.6 Be able to number pages of the report and perform complex rounding operations.

Pagination Options

In Wdesk you can create a variety of headers and footers for your document. Headers are used to enter important information about your document at the top of the page, and footers at the bottom. This can include the document or section title, a hyperlink to the table of contents, a date, page numbers, or other pertinent information.

You can even format individual sections of your document, allowing you to set options for page breaks and page number formatting for a particular section. Under Page Breaks, you can decide to include a page break at the end of the section for a clear separation between sections. With Page Number Format settings, you can choose to continue numbering from the previous section, or restart numbering with the new section. If you decide to start page numbering over, you can set the format here as well.

Rounding

Wdesk editor allows users to determine the precision of numbers in your documents using 'Entered In' and 'Shown In' functions in spreadsheets and tables.

The Entered In option allows you to determine the scale of values you input. For example, entering 5 in a cell with Entered In set to thousands will give the cell a value of 5,000. Similarly, entering 5 in a cell with Entered In set to millions will give the cell a value of 5,000,000. You can choose to enter information as cents (hundredths), ones, thousands, millions, billions, and trillions.

Your Shown In determines what scale your values will be displayed in. If you entered the number 5,000,000 in a table cell and an Entered In value of ones, selecting a Shown In value of thousands will display as 5,000 in the document (5,000 thousands = 5,000,000). This is purely a display option; a cell will still calculate using the Entered In scale. If you wish to display the exact number you entered in the formula bar you can set the Entered In and Shown In to the same value.

Certain cells are unable to have their Shown In value changed, these are: cells that are formatted as Date/ Time or Text and cells that are formatted as Percent. Percents are always shown in ones.

The set number precision will also affect the cell value due to rounding and the number of displayed decimal places.

Global Precision-Based Overrides

Wdesk also features a feature known as Global Precision-Based Overrides, which allows you to modify a linked number (and a formula cell) in a document at a certain precision. This is useful if you need to adjust how a number in a table is rounded in order to have the table foot correctly.

Number Rounding & Scaling (NR&S) Warning Messages:

Wdesk has four main types of NR&S related warnings, identified with a visual indicator for either workbook cells or values in text. With the exception of text link warnings, these warnings can be automatically identified by validating the document and, if XBRL tagged, Validate XBRL.

Warnings include:

Rounding Mismatches

Formula Precision Mismatches

XBRL Precision Mismatches

Text Mismatches

2.4 IMPLEMENTATION AND TRAINING

The vendor shall provide an implementation and training team.

2.4.1 The implementation team is responsible for setting up the current Chart of Accounts, fund structure, and all report templates used to produce the CAFR.

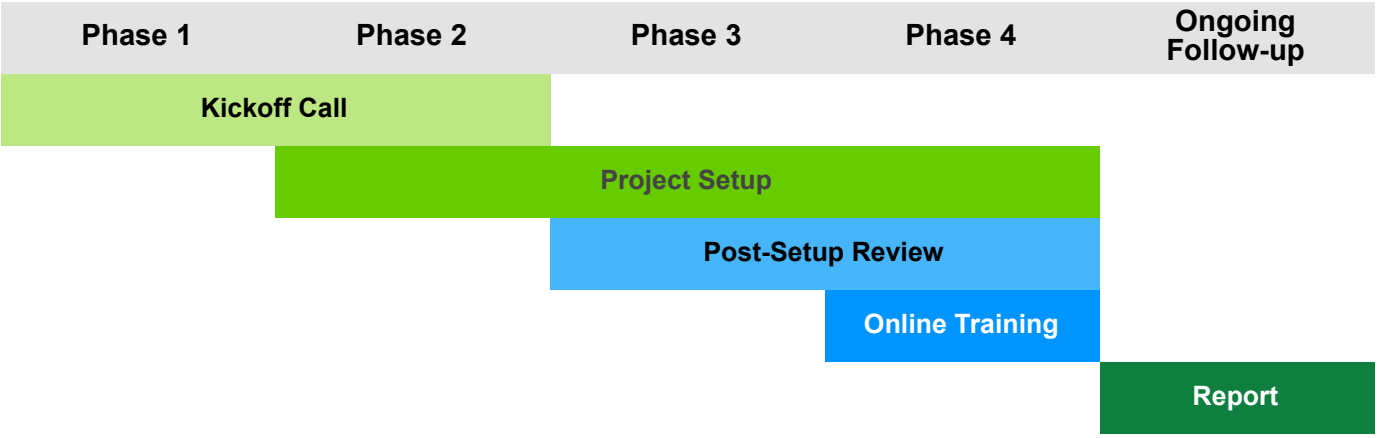
The very first thing that happens when we receive your executed contract is that you are assigned a dedicated Customer Success Manager (CSM). Customer Success Managers are trained application experts who are directly responsible for customer communication and account management. The Customer Success Manager directs day-to-day support activity for a customer account and communicates with software quality assurance, product development, and other members of the support team to ensure timely and efficient response to customers questions, incidence and service requests. Your CSM will be Wdesk Certified and will be someone with experience working with government entities. The CSM will coordinate a kickoff call with your Solutions Architect to begin the Process Audit and Onboarding.

The State of Nevada Office of the State Controller will be asked to provide to Workiva any Excel files that are used to aggregate and compute the numbers needed in the CAFR. In addition, the State of Nevada will be asked to provide, if possible, the previous year CAFR. in Word format. After we have all documentation, your CSM will hold a kick off call with your team to set expectations, establish a timeline and ask initial questions on the documents that were provided. Additionally, your CSM will set up additional calls to facilitate document set-up in accordance with the State of Nevada's needs and expectations. The State of Nevada's involvement is critical to ensure that the numbers are being linked and rolled into the document in a manner that is most concise and logical. Once set-up is complete, your CSM will conduct a 1 - 1.5 hour web-based training for all users.

2.4.2 The implementation shall recreate the previously published CAFR, including formatting the financial statements in accordance with current GASB reporting standards.

Onboarding Project Plan

Workiva works with customers to rapidly adopt our service and adapt it to their existing process so that they immediately start to realize the benefits of working in Wdesk. Following the initial setup, customers are trained and working in their document within hours. Below is an example of the typical onboarding process.



Onboarding timelines may vary depending on the scope of the project.

Kickoff

- ***Meet your Customer Success Manager***
- ***Schedule training for team(s)***
- ***Schedule discovery call***

Process Audit

- ***Current process overview with your onboarding team***
- ***Discuss your goals and expectations while working in Wdesk***
- ***Determine a plan of action, including deliverables and timeline***

Getting Started with Wdesk

- ***Account administrator receives a welcome email with log-in information and instructions***
- ***Team setup***
- ***Team completes Getting Started exercises***
- ***Team goes through training with your CSM***
- ***Onboarding team sets up your documents and workbook***

Training

- ***Your CSM guides you through your new process***
- ***1–2 hour training session on Wdesk***
- ***You are ready to begin working***

Working in Wdesk

- ***To ensure your success, your CSM continuously works with you***
- ***Additional trainings are available, and your CSM will provide continuous guidance***

Post-Report Completion

- ***Ongoing support***
- ***Quarterly Success Reviews (QSR) with your Workiva team***

Following this implementation period, your team will be very comfortable with Wdesk's functionality and will ready to begin using Wdesk. Our easy to use interface along with our dedicated support and training will ensure a smooth transition. If your team has any questions they can call your CSM, at any time for assistance.

2.4.3 Training shall commence upon completion of the software implementation and be completed in accordance with ***Section 2.1, Project Timeline.***

Being properly trained is the key to a successful experience with any application and with Workiva, training is available throughout the life of your relationship with us. Our world-class training curriculum provides learning opportunities for all of our customers. Training is available both live and pre-recorded, so you can get up and running with Wdesk right away. We can even come onsite and train your team in person. You choose the fit that's best for your team. Below are some of the key areas of the training we provide:

- ***Software***
- ***Continuing education for existing features***
- ***New feature training and overviews***
- ***Online training and help***
- ***Data Collection***
- ***Certification***
- ***XBRL***

Wdesk users have 24/7 access to our online help site; with a click of a button directly within the application, quickly and easily access thousands of articles and video tutorials.

Wdesk users can also join the Wdesk Community, which is an online forum designed for Workiva customers to share industry knowledge, ask questions and spark meaningful conversations with peers - all within Wdesk. Members get access to additional training materials and calendars along with the full support of the online community.

3. COMPANY BACKGROUND AND REFERENCES

3.1 VENDOR INFORMATION

3.1.1 Vendors shall provide a company profile in the table format below.

Question	Response
Company name:	***Workiva, Inc.***
Ownership (sole proprietor, partnership, etc.):	***Corporation***
State of incorporation:	***Delaware***
Date of incorporation:	***December 10, 2014***
# of years in business:	***Founded in 2008***
List of top officers:	***Matthew M. Rizai, Ph.D.*** ***Chairman and Chief Executive Officer*** ***Martin J. Vanderploeg, Ph.D.,*** ***President, Chief Operating Officer and Director*** ***Jeffrey D. Trom, Ph.D.*** ***Executive Vice President and Chief Technology Officer*** ***J. Stuart Miller,*** ***Executive Vice President, Treasurer and Chief Financial Officer*** ***Troy M. Calkins,*** ***Executive Vice President, Chief Legal and Administrative Officer and Corporate Secretary*** ***Joseph H. Howell,*** ***Executive Vice President, Strategic Initiatives*** ***Scott Ryan,*** ***Executive Vice President of Global Sales*** ***Mitz Banarjee,*** ***Executive Vice President of Global Operations*** ***Jill E. Klindt*** ***Senior Vice President, Chief Accounting Officer and Treasurer***
Location of company headquarters, to include City and State:	***Primary Operations*** ***2900 University Blvd*** ***Ames, IA 50010***
Location(s) of the office that shall provide the services described in this RFP:	***The specific locations to be used depend on the event and the need. Workiva has the capability of transferring work between geographic zones, Ames, IA (Main), Boulder, CO, Bozeman, MT, Chicago, IL, Dallas, TX, Denver, CO, Miami, FL, New York, NY, Scottsdale, AZ (Secondary), Seattle, WA, Amsterdam, The Netherlands and London, United Kingdom.***
Number of employees locally with the expertise to support the requirements identified in this RFP:	***We have ~1,300 full-time employees across the organization.***
Number of employees nationally with the expertise to support the requirements in this RFP:	***We have ~1,300 full-time employees across the organization.***
Location(s) from which employees shall be assigned for this project:	***Workiva has 15 offices across the US including Scottsdale, Denver and Seattle. We will strive to assign resources based on the office closest to Nevada and preferably in the same time zone.***

3.1.2 A Nevada-based business may apply for a five percent (5%) preference on its proposal. This preference may apply if a business has its principal place of business within Nevada. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

3.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

3.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	Application Pending
Legal Entity Name:	Workiva, Inc.

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes	X	No	

If "No", provide explanation.

3.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

We have not been engaged under contract with the State of Nevada or any State Agencies, however, we do work with the City of Reno and are in negotiations with the Water District for the City of Reno.

Yes		No	X

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

3.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	X

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

3.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes		No	X

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response	
Date of alleged contract failure or breach:		
Parties involved:		
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

3.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP 3501.***

Once we have an NDA in place, we will be happy to provide our Certificate of Insurance.

3.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

Workiva's Executive Summary

About Us

Workiva (NYSE:WK) created Wdesk, a cloud-based productivity platform for business data collaboration, management, and reporting that is used by thousands of organizations. Wdesk helps public sector and government agencies meet compliance standards with synchronized data, controlled collaboration, granular permissions, and a full audit trail. Wdesk simplifies the data gathering, organizing, and authoring of complex business reports and presentations (like the CAFR, Budget Books, Bond Statements, Parking and Utilities Funds . . .), allowing the State of Nevada Office of the State Controller to spend more time on what matters most.

At Workiva, we believe that business solutions should be simple, intuitive, and require no expertise to quickly accomplish a task. We believe that business solutions should deeply engage people, not just automate a business process workflow. We believe that all customers should be on the most recent version of the software—with no burden or disruption to get there. At Workiva, we believe that there is a fresh approach to take in addressing your specific reporting and broader collaborative work management requirements.

Workiva Corporate Headquarters are located in Ames, Iowa with offices in the following cities: Boulder, CO, Bozeman, MT, Chicago, IL, Dallas, TX, Denver, CO, Miami, FL, New York, NY, Scottsdale, AZ (Secondary Operations), Seattle, WA as well as Amsterdam, The Netherlands and London, U.K. around the globe.

About Wdesk

Built for the cloud, Wdesk is a collaborative work management platform that connects documents, data, and people in new and powerful ways. Wdesk provides greater collaboration for teams working toward multiple goals, stronger document control when multiple contributors are working together, and a more productive way to manage and process large amounts of data when working with multiple sources of input. The platform has a simple and intuitive interface designed to eliminate the need for specialized or extensive training. With implementation measured in days, not months, and no costly or disruptive upgrades, Wdesk removes the burdens of traditional software platforms and offers a fresh approach to managing your data, business processes, and work.

Wdesk meets the needs of business professionals in the areas of Finance and Accounting, Audit and Controls, Risk and Compliance Management and Operations. By using Wdesk for your CAFR, the State of Nevada Office of the State Controller can drive productivity and principled business performance for your employees and constituents.

How It Works

Wdesk users control their business data by collecting it from a variety of formats and linking it directly to any source required. A full audit trail provides users the accountability and confidence they need for critical reports. It only takes a few hours for companies to deploy Wdesk, and it doesn't require IT support. Complex business reporting has never been easier.

Vision

The Workiva vision is a quest for simplicity for crucial organization reporting. The outcome is a reinvention of the manual, cumbersome process of creating financial and managerial reports. Wdesk delivers groundbreaking and nimble solutions to financial professionals.

Founding Principles

- ***Provide the highest standard in cloud-based collaboration solutions for business reporting***
- ***Be the leader in technology innovation with a focus on usability.***
- ***Operate with complete integrity and data security.***
- ***Strive to achieve 100 percent customer satisfaction with a deep understanding of customer challenges.***

Leading Innovation

Wdesk is a nimble platform that quickly responds to the changing needs of the business reporting industry. Innovation is driven by listening to our customers' feedback and implementing their suggestions.

Security

The importance of securing electronic data is paramount when it comes to confidential financial and strategic business information. We host our product using the same infrastructure used to host Google Apps and the Google search engine. Google's infrastructure manages data for millions of consumers and billions of dollars in advertising transactions. Your information is safe and secure with Workiva.

Workiva invests in technology, people, and process to ensure your data is safe, secure, and private when you place it in our trust. Our dedicated team of software and security professionals is responsible for building in security from the very start, reviewing all design, software code, and completed products to ensure it meets strict security and data privacy standards.

To demonstrate our commitment to Security; we have successfully completed the rigorous Service Organization Controls (SOC) 1 and (SOC) 2 Statements on Standards for Attestation Engagements No.16 (SSAE 16) Type II audit process. This audit establishes that Workiva employs uniform and reliable safeguards and operational controls as a host and processor of our customers' data. Workiva has also received agency sponsorship and is designated as in process for FedRAMP authorization.

Our Customers

Since 2010, we have provided our solutions to more than 2,900 enterprise customers, including over 70% of the FORTUNE 500®.

Our customers include many of the world's leading companies. Fortune 100s, high-tech innovators, manufacturers, banks, airlines, energy companies—businesses from Home Depot to Skilled Healthcare Group and Hyatt Corporation to Kimball International trust Workiva for their reporting needs. Some of our public sector customers include State of Arizona, City of El Paso, Middlesex County, and the State University System of Florida.

World Class Customer Satisfaction

At Workiva, we're committed to our customers' success and supporting them throughout their reporting process. Our Customer Success and Professional Services teams thrive on delivering exceptional service to all our customers. That is why we have world class satisfaction ratings.

Our culture is based on an innate caring and understanding of our customers' needs. Our Customer Success Managers are embedded in our customers' teams as they work together through all the processes and controls necessary for high-quality business data management, reporting and decision-making.

Our customers love our personal attention to detail and how we respond to them around the clock. Our customer satisfaction scores are greater than 95 percent, and our revenue retention rates exceed 96 percent, which confirms that we are trusted partners. When we receive poems, cards and gifts from customers, we know we are making lasting improvements.

Commitment

Workiva is committed to improving and understanding the State of Nevada Office of the State Controller's compliance, data management, and financial reporting responsibilities. Workiva is proud to sponsor NASC (National Association of State Controllers), NASACT (National Association of State Auditors, Controllers, and Treasurers), GFOA (Government Finance Officer's Association), and to be a corporate member of AGA (Association of Government Accountants). These organizations help to provide government leaders with the tools, education, and networking opportunities to learn and share best practices both nationally and regionally.

Thought Leadership

Robert Childree, Senior Advisor, Former State Comptroller of Alabama

Mr. Childree has over forty years' experience in financial management and governmental accounting systems. He has specific expertise in the area of financial management systems for state governments including accounting, budgeting, procurement, payroll, personnel (HR), financial analysis and financial reporting. Mr. Childree developed and wrote fiscal and accounting policy for the State of Alabama. He has developed and taught financial management courses to the fiscal staff of the State of Alabama and has spoken frequently regarding governmental financial reporting to various organizations across the country.

John Radford, Senior Advisor, Former State Controller of Oregon

John has many years of governmental financial management experience starting his career for the city of Omaha, Nebraska before moving to Oregon in 1983 to begin work as chief budget officer in the Oregon Judicial Department. John was appointed State Controller in 1989 and has since served several different leadership roles within the State. John is a lifetime member and past president of NASACT and NASC. He has also been very involved with other organizations such as GFOA, AGA, and IIA to name a few.

Bob Attmore, Senior Advisor, Former GASB Chairman

Bob is a highly regarded accountability executive with demonstrated leadership and management skills developed over four decades of progressively more responsible positions in professional service organizations. He is experienced at building a shared vision for excellence and motivating a highly trained group of professionals, technical and clerical employees to achieve desired results. Bob is focused on accomplishments with a positive attitude, strong work ethic and a reputation for integrity. He has held top leadership positions in several professional associations, and has been a frequent speaker at professional conferences.

Hank Steininger, CEO, H.J. Steininger PLLC

Mr. Steininger brings years of professional and government experience, and is the CEO of a public accounting and professional services firm based in Palm Beach, Florida. For Grant Thornton LLP, he held the positions of Managing Partner, Global Public Sector, U.S. Chief Operating Officer, and member of the Partnership Board. Clients served included technology, financial services, not-for-profit and government organizations. He is a former partner with Ernst & Young and senior executive with ICF International. He has served as Chairman of the Association of Government Accountants (AGA) Corporate Partners and the Technology Association of America. Hank is a CPA in Florida and Virginia, holds additional certifications, and is an active member of the AICPA and the Florida and Greater Washington Societies of CPA's.

Best of Breed

We are honored to be recognized by Gartner as a best-of-breed vendor in the EFCA market, awarded the "Leader" position on the 2016 and 2017 Gartner FinTech Quadrant, and recognized as the best FinTech solution by Chartis. Workiva is also ranked 129 on the Deloitte Fast 500 and has received numerous awards and recognition, some of which are highlighted below. Our goal is to develop, launch, and support technology for the very specific and intricate world of business data that touches all parts of a company—and collaboration is at the core. We strive to exceed our customers' expectations and design our platform functionality around their direct feedback. See a few of these awards below:

- ***2017: BIG Innovation Award: Workiva Modernizes the way people work with Wdesk***
- ***2017: Gold Stevie Award for Most Innovative Company of the Year - American Business Awards***
- ***2017: Gold Stevie Award for Large Software Company Employer of the Year - American Business Awards***
- ***2017: Silver Stevie Award for Most Innovative Technology Company of the Year - American Business Awards***
- ***2017: Silver Stevie Award for Software Company of the Year - American Business Awards***
- ***2016: Silver Stevie Award for Most Innovative Technology Company of the Year - American Business Awards***
- ***2016: Top 20 Most Promising Corporate Finance Tech Solution Providers - CIO Review***
- ***2016: Ranked #66 in the Cloud Top 500 Market Report - by Apps Run The World***
- ***2016: Top 20 Most Promising Productivity Tool Solution Providers - CIO Review***

Wdesk Platform Overview

Our customers love us. They love us because we deliver a collaborative platform that helps them work smart.

We help organizations through our platform we call Wdesk, On top of the platform are delivered solutions specific to accounting and finance, audit and control, risk and compliance, and extensible user created solutions. Wdesk is the leading solution for SEC reporting and broader financial, management and performance reporting as recognized by our large market share and leadership position in the Gartner FCPM magic quadrant. No solution has attracted more SOX and ICFR customers in the past two years than Wdesk. Wdesk also has the largest market share in the complex integrated Dodd-Frank risk reporting space. In addition to these solutions, our customers have extended the use of Wdesk to support hundreds of other collaborative work management processes including budgeting and planning, close process management, IPO readiness, enterprise risk management, and many other use cases.

Financial Data Management and Reporting Solution

Wdesk allows users to create any various types of financial reports including, but not limited to:

- ***CAFR***
- ***PAFR/Citizen Reporting***
- ***Budget Reporting***
- ***Quarterly Financial Reporting***
- ***Internal Controls***

Wdesk is a cloud-based application that makes creating and managing complex business reports easy. It's simple to use, has a familiar interface, and lets people work together on common documents. Wdesk combines word processing, linked workbooks, charts, and presentations into one application that powers all of our solutions.

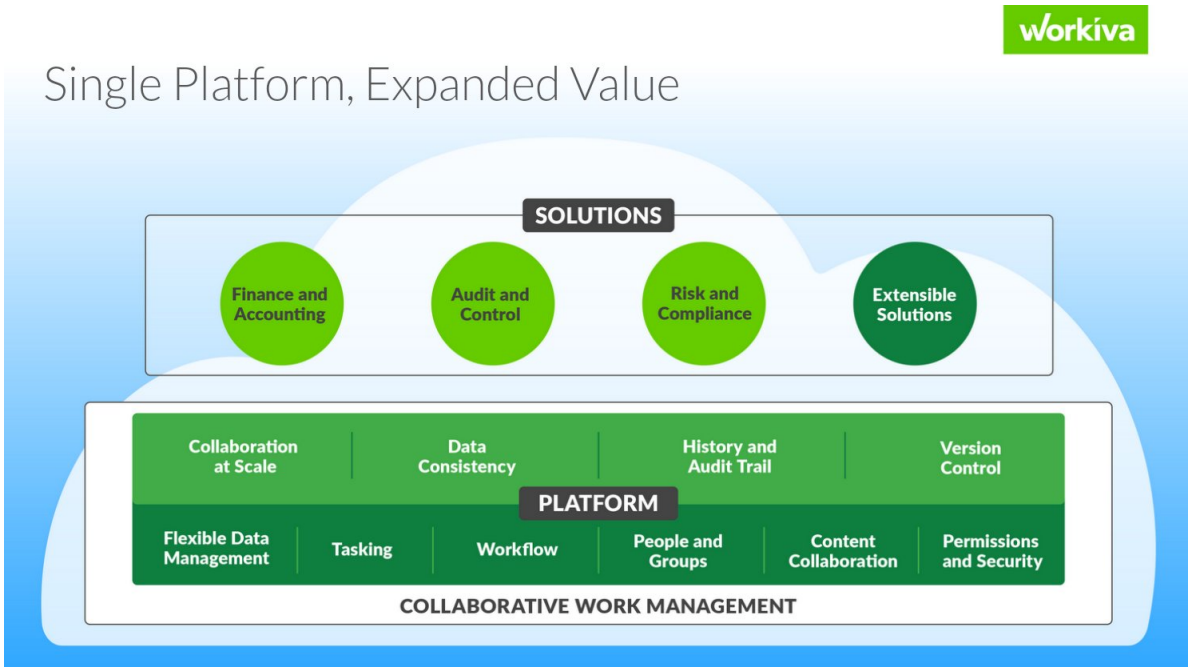
Accuracy you can count on.
Live-linked data is always up to date, and the Wdesk application can easily incorporate information from many different sources. Data is stored in the cloud, so the version being edited is always current.

Data consistency.
Wdesk is your single source of truth. Across the enterprise, teams can rely on our cloud platform as the place to get final answers. Connect and reuse live-linked data and narrative throughout your organization.

History and audit trail.
Ensure consistency and accuracy in every step of your business process. In Wdesk, every change leaves a digital record. Grant powerful review capabilities directly to your reviewers and auditors.

Version control.
Your team is always on the same page. Manage your documents and data with less effort and more accuracy. Teams work on the same version of document and data in Wdesk.

Easy and efficient.
Wdesk was designed to be as easy as the familiar office apps used today, but built for the cloud. Easy setup means users can be up and running in less than three hours, with no IT involvement. Users can work on or approve reports from anywhere.



Wdesk is fundamentally different than any other solution you have

- ***Wdesk is 100% cloud. No software to install. No Hardware to buy. Built on the most modern of technology. You can access the system anytime, anywhere - mobile included. With Wdesk - there are no painful software upgrades. New features are delivered weekly and you are always on the most updated version of the platform.***

- ***Wdesk is uniquely capable: Wdesk is scalable yet collaborative. Accurate and actionable. Powerful yet intuitive. Open yet secure.***

- ***Wdesk supports collaborative work management: It is designed for the way you work, optimized for today's requirements. At Workiva, we believe that solutions should be simple, intuitive and require no expertise to accomplish a task. We believe solutions should engage people - not just automate part of a business process workflow. We believe that there is a fresh approach to take in addressing your specific reporting and broader collaborative work management requirements.***

Wdesk combines a lower cost of ownership with a modern and configurable approach to collaborative work management. Wdesk works with a browser or mobile device, using a familiar interface that enables all users to access the system from anywhere in the world on any internet device with minimal training. Our innovative technology and approach can provide the State of Nevada Office of the State Controller with the following key advantages:

- ***Optimized time to benefit: Workiva customers have demonstrated a time to value of implementing Wdesk measured in days and weeks compared to the months and years required by other systems.***

- ***Reduced operating costs: The Workiva cloud delivery model removes the overhead and hardware of other IT costs, enabling you to realize a lower cost of ownership.***

- ***Increased operational efficiency: The easy-to-use interface of Wdesk enables users to quickly drive productivity and work smart.***

- ***Reduced risk and improved compliance: Wdesk ensures that the security and permissions are enforced throughout the business process. Wdesk lets you to work simultaneously with your team and still control edits and permissions.***

Our common goal is to help our customers achieve success in the shortest period of time with the greatest benefit.

Wdesk Features

Collaboration

- ***Multiple contributors work simultaneously on the same document with real-time updating***
- ***Users have private drafts of their working sections until they are ready to share with the team***
- ***Each section that is shared creates a revision in the document history, providing a full audit trail of every change made to the document***
- ***Commenting and track changes streamline the review process***

Live-Linking

- ***Linking capabilities automatically update data and text changes throughout documents and workbooks***
- ***Multiple data points can reference the same target cell in a workbook providing a single source structure to alleviate change management pain points***
- ***Multiple documents can be linked to the same source workbook***
- ***Each use of data can be formatted to different number types and decimal places without affecting source data***
- ***Links in documents can be rolled forward to new reporting periods***
- ***Charts and tables automatically foot and cross-foot, ensuring accuracy***
- ***Use workbook sync to define an automated process for syncing Wdesk workbooks with a specified range of cells in an Excel workbook***

Content Creation

- ***Create multiple document types—word processing, presentations, spreadsheet workbooks, and data-driven charts—within the same application***
- ***Leverage existing office documents***
- ***Word processing and charts and tables with spreadsheet logic are in the same platform***
- ***Create folders or projects to organize content***

Commenting and Review

- ***Generate blackline reports that show the differences between any two selected revisions of a document or workbook***
- ***Track changes in documents and workbooks***
- ***Changes made by other editors will not become part of document until changes are "accepted" in Track Changes Mode***

- ***Comments made in reviews flow back and are visible for digital review***
- ***Reviews of documents, milestones, and blacklines can be distributed to key stakeholders***
- ***Complete document version history provides audit trail including comments***

Advanced Permissions

- ***Distribute role-based document access and privileges for administrators, contributors and reviewers***
- ***Set permissions at the document or section level***
- ***Permission levels include owner, editor, viewer, and no access***
- ***Determine which users can approve or reject proposed changes from other editors in track changes mode***

Enhanced Security

- ***SSL and web-based authentication for secure document access***
- ***Two-factor and SAML integration for advanced security options***
- ***Granular object model with encrypted storage***
- ***PIN authentication for iPads and Android tablets***
- ***Service Organization Controls (SOC) 1 and (SOC) 2 Statements on Standards for Attestation Engagements No. 16 (SSAE 16) Type II audit process***

3.1.10 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

Since 2010, we have provided our solutions to more than 2,900 enterprise customers, including over 70% of the FORTUNE 500®.

Our customers include many of the world's leading companies. Fortune 100s, high-tech innovators, manufacturers, banks, airlines, energy companies—businesses from Home Depot to Skilled Healthcare Group and Hyatt Corporation to Kimball International trust Workiva for their reporting needs. Some of our public sector customers include State of Arizona, City of El Paso, Middlesex County, and the State University System of Florida.

Section VII Proposed Staff Resume(s)

The very first thing that happens when we receive your executed contract is that you are assigned a dedicated Customer Success Manager (CSM). Customer Success Managers are trained application experts who are directly responsible for customer communication and account management. The Customer Success Manager directs day-to-day support activity for a customer account and communicates with software quality assurance, product development, and other members of the support team to ensure timely and efficient response to customers questions, incidence and service requests. Your CSM will be Wdesk Certified and will be someone with experience working with government entities. The CSM will coordinate a kickoff call with your Solutions Architect to begin the Process Audit and Onboarding.

Project Team

The Workiva Privacy Policy states that resumes may not be shared without prior consent. CSM assignments are not made until we have an executed contract in place, therefore we are unable to share team resumes at this time, however, the typical implementation and support team is made of up of one or more of the following roles:

Onboarding Project Managers are utilized when implementing particularly large scale projects. This person is responsible for coordinating the project plan with the customer, setting up training schedules, deliverable schedules and Workiva support personnel. The OPM meets regularly with the customer to provide updates, request information and detail progress.

A Solutions Architect works on a contracted basis with a specified scope of work on a given project. When they are a part of your Workiva support team, the Solutions Architect is responsible for all aspects of that project implementation. Their role can vary based upon the contracted Statement of Work, but rest assured, they are always working very closely with the Customer Success Manager, to ensure the quality and timely delivery of the project.

Customer Success Managers are trained application experts who direct day-to-day support activity for a customer account and communicate with Software Support Engineering, Product Development, and other members of the support team to ensure timely and efficient response to customer questions, incidents and service requests.

The State of Nevada Office of the State Controller will also have a dedicated **Regional Sales Director**. Your RSD will work collaboratively with the university and your CSM to make sure you are receiving the most value from your Wdesk solution. The RSD is available to help with questions surrounding your contract, billing and exploring new ways Wdesk can help your team.

We appreciate that your business reporting needs are unique, and our skilled, energetic professionals are ready to partner with your team to create a collaborative environment that best fits your situation. As a Workiva customer, your CSM will support you through the entire process. We will work as an extension of your team to prepare and review your documents and assist with any questions. Our products are comprehensive, and we want to make sure that you benefit from each and every feature, thereby ensuring your success.

Section VIII Other Informational Material

Who We Are

Our History

We founded WebFilings in 2008 to change the way corporations were managing and reporting business data. We released our first cloud solution in 2010 at a time when most companies were hesitant to place their trust in the cloud. That quickly changed.

Our Wdesk platform caught on like wildfire. Companies big and small adopted Wdesk because for the first time, they could collaborate with control and accountability.

We changed our company name to Workiva in 2014 to keep pace with growing demand for our solutions from finance, compliance, risk, and audit teams.

Today, Wdesk is modernizing how people work across thousands of organizations around the globe, including more than 70 percent of the Fortune 500®.

Our Innovation

We pioneered a cloud platform that was so innovative that within its first 5 years, it was being used by more than 65 percent of the Fortune 500®.

Our customers love Wdesk because we deliver a platform that they want and need. Wdesk gives them the same features at work—speed, access, and sharing—that they use at home. Even though Wdesk feels like a familiar consumer application to our users, it is powered by one of the fastest, safest, and most sophisticated data management engines available today.

We built Wdesk to save our customers time, money, and other resources, so they can spend more time on what matters most.

Our Customers

Our culture is based on an innate caring and understanding of our customers' needs.

Our customers love our personal attention to detail and how we respond to them around the clock.

Our customer satisfaction scores are greater than 95 percent, which confirms that we are trusted partners. When we receive poems, cards, and gifts from our customers, we know we are making lasting improvements.

Our People

Collaboration is the key to our success, and it ignites fresh ideas at all levels.

We value all backgrounds, beliefs, and interests, and we recognize this diversity as an important source of intellectual thought, varied perspective, and innovation.

Workiva follows a Human Asset Management approach to employee relations, which relies on a philosophy of putting our employees first, listening to their voices, and responding to their needs. This extra care for our employees gets passed on to our customers every day.

Our Communities

We give our employees the flexibility to achieve a genuine work-life balance, so they have time to give back to their communities.

With paid-time off for volunteering, hands-on community service projects, and office-based fundraisers, we strive to improve the places where we live and work.

Our charitable giving focuses on nurturing the next generation of scientists, engineers, and entrepreneurs.

Wdesk for Federal, State and Local Government

Federal Government

Drive efficiency. Increase transparency.

Streamline the presentation of your financial and budget data and the documentation of OMB A-123 compliance. Wdesk enables your agency to create and report accurate information in a single, collaborative platform.

Connect people and information.

- Improve efficiency in managing and documenting financial and performance data
- Review all changes to numbers and narrative with a full audit trail
- Ensure consistency across departments and report types, including strategic plans
- Combine your numerical data and program narratives in a controlled environment

State Government

Optimize efficiency and collaboration.

Collaborate with your team on your CAFR, budget presentations, and compliance reports. Easily capture and verify data to ensure consistency and accuracy.

Make informed decisions.

- Link data across your documents, ensuring consistency from one report to another
- Maintain data accuracy and transparency with a single source of truth
- Eliminate manual processes with automatic workflow and cross-departmental collaboration

Local Government

Bring data and people together.

Make complex data consumable for your citizens. Connect financial and non-financial information throughout your reporting process. Budget, grant, citizen, and financial reports are all powered by a secure cloud platform.

Faster analysis, more transparency

- Tell a complete story by combining charts and narrative in the same report
- Create a more efficient process by automating manual tasks
- Link data across your documents to ensure consistency across reports
- Add efficiency and transparency to budget book and CAFR processes

Additional Resources

White Paper: How Federal CFOs Can Minimize the Impact of the Retirement Wave

White Paper: The Finance Director's Guide to Doing More With Less

Datasheet: OMB A-123 Compliance for Federal Agencies

FERF interactive Research Paper: Enhancing Performance Management

Blog: The Case for a Holistic Financial Reporting Process

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- Two-factor and SAML integration for advanced security options
- Granular object model with encrypted storage
- PIN authentication for iPads and Android tablets
- Service Organization Controls (SOC) 1 and (SOC) 2 Statements on Standards for Attestation Engagements No.16 (SSAE 16) Type II audit process

Functionality Detail

Wdesk offers several other tools that can be useful in helping to streamline your processes across your organization and especially across your geographic locations around the world.

Commenting

Wdesk provides robust commenting features for internal and external reviews. Users can respond to other users' comments in a “threaded discussion” format. Threaded discussions within commenting and the ability for comments to flow back from a “read only” review into the editable document are a unique feature set in the marketplace.

Comments can be edited, replied to, closed and deleted. Wdesk also supports directed comments and the ability to filter comments by author, status and date. In addition, read-only versions of the document can be sent out via email for review to any user or groups of users for review and comment. Comments added in these read only versions of the document show up in the editor so multiple reviews can be sent to multiple groups and the comments from those reviews can be seen in one place in the document editor.

Directed Commenting

Directed commenting allows you to direct a comment to specific users or groups of users with permissions in Wdesk with an @mention, and have them receive an email notification.

The email notification the mentioned user(s) receives contains a Go to comment button as well as a link that takes them directly to the comment in the document. The text of a comment is not included in the email to maintain confidentiality.

If you receive Directed Comment email notifications frequently, notifications can be bundled so that you receive multiple notifications at once. This Delayed Email Notification status can be turned on or off by an account admin.

Presentations

Many organizations depend on slide-based presentations for key communication both internally and externally. With Wdesk Presentations, you get all the advantages of an eye-catching visual presentation combined with the power of collaboration, control, data linking, and roll forward.

Presentations collaboration features allow you to work with your team in the same slide deck at the same time. Gain control and use permissions to lock down designs in your master layouts or to maintain completed work while allowing other slides and groups to be edited as needed.

You can link data directly into your slides from a workbook for consistency and simultaneous updates in every location where the data appears. Finally, you can reuse your presentation and the linked data to roll forward and maintain ongoing accuracy. Create a milestone for your final report each period for easy tracking and auditing.

Create Publish Ready PDF

Wdesk documentation is fully compatible with Office. Users can import Excel, Word and PowerPoint documents into Wdesk for collaboration. Additionally users can export documents from Wdesk to Excel, Word, PowerPoint, or PDF format. We also support images such as .jpeg and .gif files.

A PDF document may be created of an entire project or of any combination of documents within a project. The PDF can then be saved or printed. Create Publish Ready PDF is an option when saving as PDF that generates a PDF suitable for traditional printing. When creating a Publish Ready PDF, you can include the following options:

- Hyperlink formatting (underlines and blue text color)
- Table Cell background shading
- Leader dots in cells

Style Guides

If you need to reuse the same text formatting options repeatedly, you may consider creating a Style Guide to make the process quick and easy. Style Guides let you apply uniform formatting by highlighting the text and selecting the style you wish to apply from a drop-down menu. Only document owners can create and edit style guides, but anyone can use them. Styles can be applied to document text, document tables, and presentations.

Export to InDesign

Documents created in Wdesk can be exported to Adobe InDesign for greater customization and layout for printing. Wdesk facilitates designed reporting in InDesign through the use of an In Copy Markup Language (ICML) exporter and customized style guides. Wdesk is best utilized for document editing and collaboration, while InDesign is best utilized for handling complex document design.

Certification

Certification allows you to establish standard and repeatable steps for managing various processes, such as sub-certification or approval processes.

In Certification, you can create processes in which you can perform the following management tasks:

- Create and send certification letters.
- Manage signers and the letter-signing and approval workflow.
- Track and manage exceptions and comments.
- Attach standalone files as supplemental information.
- Generate reports showing comments and exceptions or the signing status of a particular letter.
- Store letter templates in a library for reuse in future reporting periods.
- Administrator control of dynamic user roles.

Data Integration

Wdesk makes it easy to connect and update data from your most critical systems, including desktop spreadsheets and documents, general ledgers, ERP, CRM, and other sources into the platform. Wdesk offers direct import and export capabilities, an Excel® sync add-in, APIs, and pre-built connectors.

Bidirectional data flows in connected systems and linked data within Wdesk gives you confidence in the accuracy of your data. Imports directly from source systems eliminate manual entry errors, and automated refresh ensures up-to-date data.

Wdesk Spreadsheet Connectors

Workiva offers a growing ecosystem of pre-built connectors to ERP, CRM, and HR systems, including common platforms like Dell Boomi™, Host Analytics®, NetSuite®, Oracle®, and SAP® solutions.

Direct API access via the Data Connection Toolkit

Workiva delivers comprehensive standards-based web service APIs to support all integrations to and from the Wdesk platform. These connections would be built and maintained by the customer's IT team.

Spreadsheets

Spreadsheets gives you the power to work with large, complex data in a familiar, collaborative, and controlled environment.

- Create Spreadsheets three different ways: synchronize an external Excel file using Wdesk Sync, create a new Spreadsheet from scratch in Wdesk or import a .csv file.
- Real time collaboration - In traditional Wdesk documents, only one person can work in a section at a time, as indicated by the pencils and locks. In Wdesk Spreadsheets, multiple people can be working together in the same sheet, in real time.
- Utilize cross sheet formulas in Spreadsheets.
- Easily understand complex formulas using the Advanced Formula Editor.
- Link from data in Spreadsheets to Wdesk Documents, Presentations and Workbooks.
- Save a local copy of your Spreadsheet as a .csv or.xlsx file if needed.

Data Collection

When you have information to collect from many sources, Data Collection streamlines your process and helps ensure the consistency and accuracy of the resulting data. Information in Data Collection is automatically aggregated and you can view the data as a whole, or view contributions from specific individuals or locations.

In addition to giving you control over the collection and aggregation of data, you can track the progress of those providing data using the Data Collection dashboard. The dashboard allows you to easily monitor submissions and approvals and track against deadlines. Data Collections may also be reused and rolled forward to give yourself a head start for the next reporting period.

Tasking

Tasking is a fully integrated solution for creating and completing tasks within Wdesk. Tasking is flexible with multiple task types available: Approvals, reviews, requests for documentation, or any custom task required for your work. Assign and respond to tasks in the same environment used to create your reports. Assignees are sent email notifications alerting them to their tasks and you can track tasks you've assigned or been assigned in a filterable dashboard within Wdesk.

Evidence Management

Evidence Management in Wdesk allows you to collect supporting documents as evidence, and ensure they're tied to a specific cell or range of cells in your workbook. Drag and drop substantiating documents from your computer to your workbook on a cell-by-cell basis. Attach and connect PDFs, spreadsheets, text documents and many other file types.

Create placeholders and tasks to request attachments from others. Users receive a request via email and upload the attachment through a portal. Once documents have been attached to the workbook cells, ensure that the documentation matches the source document before passing along to stakeholders.

Mark up any uploaded attachment in the Wdesk viewer. Use markups including general shapes, tickmarks and text narratives to highlight key attributes. Package everything to export for safe keeping or distribution. Generate a .zip file of source documents and attachments. Attached files are exported in a variety of formats, including Word, Excel, PDF and more.

Support Binders

Support Binders creates a digital binder that documents specific values in your CAFR or Budget reports. Use Wdesk to attach PDFs, images, Excel files, Word docs, .CSV, .TXT, .RTF, and other file types to workbook cells. Use the tasking feature to request further attachments from colleagues.

After you have added attachments, use the Viewer to annotate and tie out financial statements and workpapers. The tools in the viewer allow you to markup the document with shapes, tickmarks and narrative text.

Finally, export all materials to one convenient digital binder. Send your support binder for review on a computer or mobile device. Utilizing the commenting feature allows for effective collaboration with your colleagues.

Wdesk Mobile

If you need to view or comment on Wdesk documents while away from your computer, you can do so using the Wdesk Mobile application. This application allows you to view and comment on your Wdesk files, manage tasks, and sign Certifications from a compatible Android or iOS device.

Wdesk Mobile is not currently compatible with Windows phones or Blackberries.

Training

Being properly trained is the key to a successful experience with any application and with Workiva, training is available throughout the life of your relationship with us. Our world-class training curriculum provides learning opportunities for all of our customers. Training is available both live and pre-recorded, so you can get up and running with Wdesk right away. We can even come onsite and train your team in person. You choose the fit that's best for your team. Below are some of the key areas of the training we provide:

- Software
- Continuing education for existing features
- New feature training and overviews
- Online training and help
- Data Collection
- Certification
- XBRL

Wdesk users have 24/7 access to our online help site; with a click of a button directly within the application, quickly and easily access thousands of articles and video tutorials.

Wdesk users can also join the Wdesk Community, which is an online forum designed for Workiva customers to share industry knowledge, ask questions and spark meaningful conversations with peers - all within Wdesk. Members get access to additional training materials and calendars along with the full support of the online community.

Wdesk User Certification

Once your initial training is complete and users have gained some Wdesk experience, many of our customers are taking advantage of our Wdesk User Certification program and implementing the program across their organizations.

Continuous Learning Opportunities

Take full advantage of ongoing training and education opportunities. Choose what's right for you—participate online or in-person. Earn CPE credits at a training in a city near you, or sign up for a virtual event today. See a complete list of events and continuous education offerings.

The Exchange Community

In addition to our continuous learning opportunities, Workiva also hosts an annual user conference called The Exchange Community or TEC. Now in its seventh year, TEC brings together Wdesk users, industry professionals, and thought leaders for three days of training and networking. Join over 1,700 professionals for 3 days of training and networking at this conference that has a 96% satisfaction rating. TEC 2018 will be held September 19-21, 2018 at the Gaylord Opryland Resort and Convention Center in Nashville, TN.

At The Exchange Community, you can:

- Earn up to 15 CPE credits
- Build your professional network with other like-minded professionals
- Enhance your career development through next level hands-on trainings
- Interact with our development team and provide direct feedback

Consulting Services

The Workiva consulting team works closely with customers, developing insights into core reporting challenges. From day-to-day financial reporting to robust audit processes and enterprise-wide risk frameworks, we'll evaluate your overall process design and work with you to develop the best solutions to meet your unique needs.

With experience ranging from subject matter expertise to process improvement to implementation services and facilitation, Workiva Consulting Services will serve as an extension of your own reporting team. We use our vast Wdesk experience and industry best practices to build and implement the reporting process improvements that will drive best in class reporting processes. We then engage your team to ensure they are trained and supported. This ensures reporting processes that can be implemented very quickly, yet are repeatable and sustainable for the long term.

In short, we help you find a better way.

How it works

- Process discovery and full evaluation determines goals and structural requirements for the solution.
- Based on our findings, we create an initial design in Wdesk to demonstrate the proposed future state of process improvements and how the application meets project requirements.
- The consultant reviews, validates, and provides design revisions based on customer feedback and additional learnings. This exercise of review and feedback is repeated until a design and solution meets all requirements.
- Our team builds out the full project in Wdesk based on the agreed project design. This establishes the document creation, data aggregation, linking, and reporting automation within Wdesk.
- The consultant reviews the final project with the user, providing training, best practice guidance, and instructions to move forward.

Available Consulting Services

Process Audit and Improvement

We sit down with you and your team to evaluate the work you are performing-in or outside of Wdesk. We examine the document, workbook, linking structure, and source data files. Our goal is to provide recommendations to further streamline your process and take advantage of additional Wdesk functionality to meet business goals and reporting requirements.

Audit and Controls Management

We work with our customers' current processes to recommend a project design and solution based on reporting requirements and the customers objectives. Our Solutions Architects help organize and structure risk and control libraries that link to subsidiary matrices, which allow for consistency of controls data throughout the organization. We map KPIs and KRIs into reports and dashboards for management tracking and review.

Financial Regulatory Risk Reporting

We work with the largest banks in the world on their capital and strategic plans, stress testing reporting, and recovery and resolution plan submissions. In collaboration with your team, we'll construct a process that is repeatable and sustainable, and promotes the data quality that global regulators demand.

Internal and Management Reporting

Financial analysis, monthly close reports, budget, forecasting, and board reports all leverage much of the same information. Wdesk ensures consistency of data across these reports via live-linking. Workiva consultants are your resource to map your data structure in Wdesk and link it to internal and management reports.

Insurance Statutory Reporting

Information shared across legal entities for the customers regulatory submissions is linked in Wdesk for quick and controlled updates. A Workiva consultant leads workshops and interviews the necessary teams to map shared

data, and builds an optimized project architecture. Manual updates and data checks are minimized, so more time is spent on value-added work.

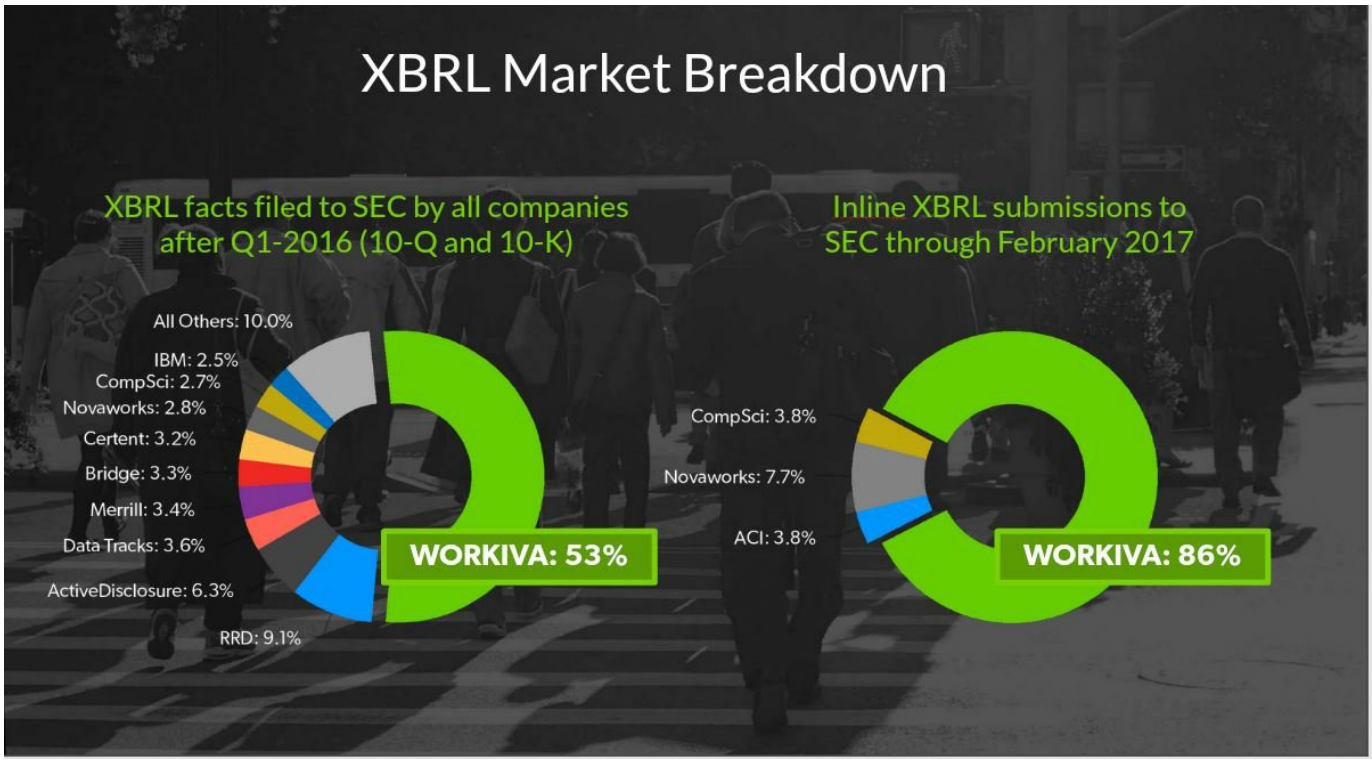
Enterprise Risk Reporting

Enterprise risk management (ERM) consulting services are designed to help companies enhance reporting. Dedicated consultants work with you to identify and transition your information to risk assessment templates. Workiva takes a standardized yet flexible approach by offering three consulting packages to assist you in achieving your reporting objectives.

Leaders in XBRL

XBRL, short for eXtensible Business Reporting Language, enables the standardization of data for key stakeholders and investors. The quality of your data is critical, as is selecting the right service provider.

Our Professional Services team is the largest in the world and provides more XBRL and iXBRL consulting services than the leading financial printers combined.



Why Choose Wdesk for XBRL Reporting?

Workiva's Team of XBRL Experts

Workiva's team of XBRL Experts gives us a unique perspective and our technology gives our customers an advantage over traditional printers and outsourced XBRL tagging. Meet our field of XBRL experts below, some of whom have literally written the book on XBRL.

Liv Watson

Liv Watson is Senior Director of Strategic Customer Initiatives at Workiva, with a primary focus on monitoring and evaluating global opportunities. She is a highly regarded expert in corporate governance, financial reporting, corporate social reporting, integrated reporting and XBRL. Liv was one of the original developers for XBRL and was a founder of the XBRL International Consortium. She has also co-authored multiple books, including the Governance, Risk and Compliance Handbook, and XBRL for Dummies.

Andie Wood

Andie is the Senior Director of Data Modeling at Workiva. Prior to this role, Andie spent five years at the IASB working on the IFRS Taxonomy and technology in corporate reporting. Andie's main area of interest is the role of technology and data in the future of corporate reporting. She is an experienced data and semantic modeler and has been working with XBRL for over 15 years. Andie is co-chair of the Entity-Specific Disclosure Task Force, a member of a number of other XBRL International task forces and a member of the FASB Dimension Modeling Working Group. Andie has a degree in Biological Sciences from St Catherine's College, Oxford.

Mike Rost

Vice President of Corporate Marketing, Mike Rost is a key contributor to product strategy at Workiva and works with business leaders in the areas of financial reporting and compliance. Mike was a founding member of XBRL International with involvement in the XBRL

initiative dating back to 1999. With more than 25 years of experience assisting organizations using technology to optimize business processes, Mike has an extensive background in finance and accounting, corporate performance management, and GRC technology. He has also been active in industry associations, including the Open Compliance and Ethics Group (OCEG) and the Institute of Internal Auditors (IIA). Mike has a bachelor's degree in economics and an M.B.A in marketing and finance from the University of Minnesota.

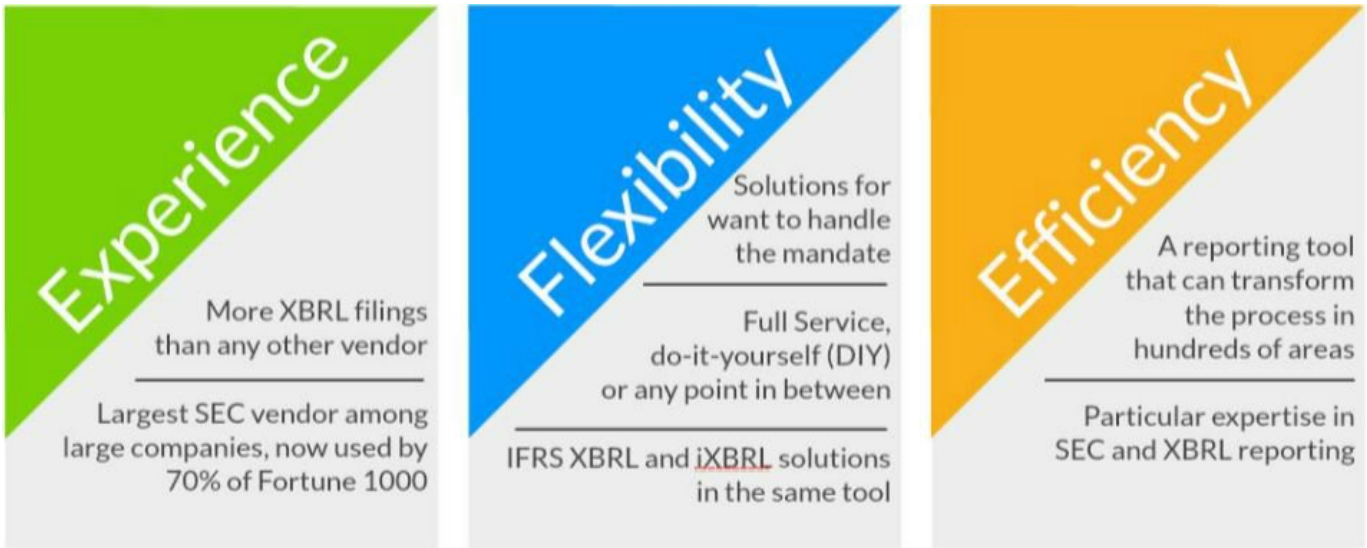
Mike Starr

Mike Starr, Vice President, Governmental and Regulatory Affairs, joined the Workiva team in September 2012. Mike previously served as the SEC Chief Accountant's advisor with a focus on investors' financial information needs and the role of structured data in meeting those needs. Prior to his work with the SEC, Mike served as Chief Operating Officer for Grant Thornton International Ltd., where he oversaw global strategy and public policy. He earned a Bachelor of Science in accounting from Oklahoma State University (OSU), and in 2010 was recognized as an OSU distinguished accounting alumnus and inducted into the School of Accounting Hall of Fame.

Susan Yount

Susan Yount, Senior Director of Reporting Practices at Workiva, is a seasoned XBRL expert. She was previously the Associate Chief Accountant in the Office of Interactive Data at the SEC. A CPA with over 20 years of experience, she implemented the SEC's rules on XBRL filings. Prior to the SEC, Susan drove the development of an XBRL taxonomy for MD&A at Microsoft. She is a former XBRL advisor and principal associate for Two Degrees and was responsible for external reporting at Cutter & Buck. She spent the first six years of her career in public accounting with Ernst & Young and Price Waterhouse. She holds a bachelor's degree in accounting from the University of Washington.

XBRL quality is more important than ever.



As consumption of data increases, investors and analysts will review your company through your XBRL filings. Even if your data is prepared and led by a third party on your behalf, you retain responsibility for the accuracy and reliability of your XBRL submission.

Partnering with Arelle

- We have invested heavily in and are a contributor to Arelle, the open-source XBRL validation engine used by the SEC, other jurisdictions worldwide, and our Wdesk platform.

Improving business validations

- Wdesk has added business validations, an additional set of checks, on top of those tested by Arelle that prioritize material errors, making validations more highly focused.

Keeping you up to date

- Our XBRL experts will keep you in the loop on breaking news, or you can ask questions of your peers and our team securely within the Wdesk Community.

Infrastructure Requirements

Wdesk is a cloud-based platform with very low system requirements: a modern web browser, Flash® Player current version, and an internet connection. This allows our customers the ability to have a highly scalable solution with business continuity and without the capital expenditure.

Wdesk communicates on port 443 and port 80 with Adobe Flash 10.x. Flash 10.x is supported on most modern web browsers:

- Internet Explorer 11
- Mozilla Firefox Current version - 1
- Google Chrome Current version - 1
- Safari Current version - 1

Application shall be a SaaS Solution

Workiva develops and markets a fully integrated collaboration SaaS (Software as a Service) solution for complex reporting. With Wdesk, reporting teams work in real-time on document creation and review. The intuitive and familiar interface of Wdesk seamlessly combines and integrates word processing and spreadsheet editing capabilities in a single application with process controls and features.

Offeror shall test and deploy upgrades and patches

When Workiva releases a new version of the application, the cloud-based infrastructure is updated and all customers receive the new update without having to install anything. Our customers are notified in advance of updates, and new features and enhancements are highlighted with extensive notes, videos, and additions to the Help system.

Application shall not store data off-shore

The specific locations to be used depend on the event and the need. Workiva has the capability of transferring work between geographic zones, Ames, IA (Main); Boulder, CO; Bozeman, MT; Chicago, IL; Dallas, TX; Denver, CO; Miami, FL; New York, NY; Scottsdale, AZ (Secondary); Seattle, WA and Amsterdam, The Netherlands. Google has disclosed the following data center locations within the USA: Berkeley County, SC; Douglas County, GA; Council Bluffs, IA; Mayes County, OK; Lenoir, NC and The Dalles, OR. Amazon has disclosed the following data center locations within the USA: US East Northern Virginia; US West Oregon Region; and US West Northern California Region.

Application is Windows 7 compatible

Wdesk will work on either a MAC or PC. Compatible operating systems include the following:

- Windows 7
- Windows 8.1
- Windows 10
- Mac OS X Current version to 10.4 (Intel)

Application is Office 2012 compatible

Recommended word processing, spreadsheet, and presentation software:

- Microsoft Windows OS
  - Microsoft Office 2010/2013
- Mac OS
  - Microsoft Office 2011

Minimum word processing, spreadsheet, and presentation software:

- Microsoft Windows OS
  - Microsoft Office 2007
- Mac OS
  - Microsoft Office 2008