

AGREEMENT TO PROVIDE SERVICE PURSUANT TO A COOPERATIVE PURCHASING CONTRACT

This Agreement is made and entered into by and between the City of San Luis, an Arizona municipal corporation, hereinafter designated as the "City" and UKG Kronos Systems, LLC, a Massachusetts limited liability company, hereinafter designated as the "Contractor" for the Human Resource Systems and Related Products and Services. City and Contractor may hereinafter be referred to individual as a "Party" or collectively as the "Parties."

Recitals

A. Contractor has contracted with Cobb County, Georgia pursuant to Contract No. 24-6833 (the "Cooperative Purchasing Contract"), attached hereto as **Exhibit "A"** and incorporated herein; and; and

B. Pursuant to A.R.S. § 41-2631 et seq. and City Code § 3.05.909, the City has authority to utilize cooperative purchasing contracts and engage Contractors under the terms thereof.

C. The City and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Cooperative Purchasing Contract and this Agreement, and (ii) establishing the terms and conditions by which the Contractor may provide the City with the services, materials and/or equipment as more particularly set forth below (the "Services").

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. Scope of Work. Contractor shall provide the Services as detailed and described in the UKG Quote and UKG Ready Statement of Work for City of San Luis, collectively attached hereto as **Exhibit B**, which is incorporated herein by reference. As used in this Contract, all references in the Cooperative Purchasing Contract to Cobb County shall mean the City.

2. Completion of Work. The Contractor shall provide the Services as provided for in the Quote.

3. Payment. The Contract Price is \$44,613.00. Payment to the Contractor for the Services provided, shall be made in accordance with the price list and terms set forth in the Quote and Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Contract as though fully set forth herein, except as otherwise provided for in this Agreement.

5. **Conflict of Interest.** The Agreement is subject to the provisions of A.R.S. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

6. **Agreement Subject to Appropriation.** The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

7. **Boycott of Israel.** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

8. **Forced Labor Of Ethnic Uyghurs Prohibited.** Pursuant to A.R.S. § 35-394, by entering into this Agreement, Contractor certifies and agrees Contractor does not currently use and will not use for the term of this Agreement: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; or (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

9. **Conflicting Terms.** In the event of any inconsistency, conflict or ambiguity between this Agreement and the Cooperative Purchasing Contract, this Agreement shall govern.

10. **Counterparts.** This Agreement may be executed in any number of

counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this ____ day of May, 2026.

CITY OF SAN LUIS:

CONTRACTOR:

By: _____
Nieves Riedel, Mayor

By: _____
(Signature)

(Printed Name & Title)

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Joseph D. Estes, Interim City Attorney

EXHIBIT A
CONTRACT OF COOPERATIVE PURCHASING ENTITY

Attached:

- Cobb County, Georgia pursuant to Contract No. 24-6833

Cobb County, GA

Contract # 24-6833

for

Human Resource Systems and Related Products and Services

with

UKG Kronos Systems, LLC

Effective: July 14, 2025

The PDF Cobb County/UKG Master Agreement is 756 pages of information (use link named “Official Signed Contract” to retrieve). The page numbers noted below are document page numbers not PDF page numbers.

The following link to documents comprises the executed contract effective: July 22, 2025.

- [Official Signed Contract](#)
- Official Signed Contract Itemized Documents
 - I. Vendor Contract and Signature Form
 - V. Exhibit C – UKG Public Sector MSA - Page 505-521
 - 1. Exhibit C-1 - UKG Service Descriptions - Page 522-679
 - 2. Exhibit C-2 - UKG Support Policy - Page 680-684
 - 3. Exhibit C-3 (also labeled as Exhibit 1) - Acceptable Use Policy - Page 685-691
 - Exhibit 2 - Equipment Addendum - Page 692-698
 - Exhibit A - Purchased Equipment Description - Page 699-700
 - Exhibit B - Equipment Rental Description - Page 701-702
 - 4. Exhibit C-4 - US Data Protection Addendum - Page 703-707
 - 5. Exhibit C-5 - Details of Processing of Customer Personal Data - Page 708-709
 - 6. Exhibit C-6 - Technical and Organizational Measures - Page 710-713
 - 7. Exhibit C-7 - Supplement to UKG DPA for UKG and Other Products and Services - Page 714-716
 - 8. Exhibit C-8 (also labeled Exhibit 3) - Equipment Addendum - Page 717-721
 - Exhibit 3A - Purchased Equipment Description - Page 722-723
 - Exhibit 3B - Equipment Rental Description - Page 724-725

Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, GA 30090

Contractor: UKG Kronos Systems, LLC
900 Chelmsford Street
Lowell, MA 01851

Description: This Master Agreement for Human Resource Systems and Related Products and Services incorporates by reference the following, as applicable:

Exhibit "A" Contractor's Bid/Proposal submitted on August 8, 2024;

Exhibit "A-1" Exceptions

Exhibit "B" Owner's Request for Proposal #24-6833;

Exhibit "C" UKG Public Sector MSA also referred to as the UKG Kronos Systems, LLC Commercial Terms and Conditions and includes the following terms, of which the current applicable terms as of the execution of the Master Agreement are attached:

Exhibit "C-1" UKG Services Descriptions

UKG Extensions for Health Care Services Description

Exhibit 1 Cloud Services for Healthcare Extension

Exhibit 2 Security and Disaster Recovery

Exhibit 3 Service Level Agreement

UKG Great Place to Work Services Description

UKG Great Place to Work Services Description Badge Guide

UKG HR Service Delivery SaaS Services Description

Exhibit 1 Service Level Agreement for the Subscription Services Availability

Exhibit 2 Customer Support Policy

UKG Income and Employment Verification from Equifax Services Description

UKG One View Connect Services Description

UKG One View Managed Services Description

UKG One View Payments Services Description

UKG Pro Clinical Scheduling Extensions Services Description

UKG Pro Extended Services Description

UKG Pro Pay and/or UKG Pro People Center and UKG Pro Workforce Management Services Description

Exhibit 1 Service Level Agreement for the Subscription Services Availability

Exhibit 2 Customer Support Policy For UKG Pro Pay and UKG Pro People Center and UKG Pro Workforce Management

Exhibit 3 UKG Pro Payment Services

Exhibit 4 UKG Pro Print Services/Check Printing Services

Exhibit 5 UKG Pro ACA Services

UKG Pro Pay and/or UKG Pro People Center Services Description

Exhibit 1 Service Level Agreement for the Subscription Services Availability

Exhibit 2 Customer Support Policy for UKG Pro Pay and UKG Pro People Center

Exhibit 3 UKG Pro Payment Services

Exhibit 4 UKG Pro Print Services/Check Printing Services

Exhibit 5 UKG Pro ACA Services

UKG Pro Workforce Management Services Description

Exhibit 1 Service Level Agreement

Exhibit 2 Customer Support Policy

UKG Ready Benefits COBRA Administration Services Description

Schedule 1 Duties of the Parties

UKG Ready Services Description

Exhibit 1 UKG Support Policy

UKG Ready Payroll Services Description

Pricing Exhibit

UKG TeleStaff IVR Service (User Based) Services Description

Acceptable Use Policy

UKG Virtual Roster Cloud and UKG Pit Manager Cloud Services Description

Exhibit 1 Service Level Agreement for the UKG Virtual Roster Cloud and UKG Pit Manager Cloud Subscription Services Availability

Exhibit 2 Customer Support Policy for UKG Virtual Roster Cloud and UKG Pit Manager

UKG Webhooks Premium Services Description

Exhibit "C-2" UKG Support Policy

Exhibit "C-3" (also labeled as Exhibit 1): Acceptable Use Policy

Exhibit "C-4" (also labeled as Exhibit 2): US Data Protection Addendum

Exhibit "C-5" (also labeled Schedule 1): Details of Processing of Customer Personal Data

Exhibit "C-6" (also labeled Schedule 2): Technical and Organizational Measures

Exhibit "C-7" Supplement to UKG DPA for UKG Other Products and Services

Exhibit "C-8" (also labeled Exhibit 3) Equipment Addendum

Exhibit 3 A Purchased Equipment Description

Exhibit 3 B Equipment Rental Description

Exhibit "D" UKG Perpetual Software Terms and Conditions Contract

Exhibit "D-1" UKG Perpetual Software Commercial Terms and Conditions

Section A General Terms and Conditions

Section B: Terms and Conditions for Software Licenses, Software, and Educational and Professional Services

Exhibit "E" UKG Statements of Work

UKG Launch Ready Statement of Work

UKG Launch UKG Ready Template Essentials Package Statement of Work

UKG Launch UKG Ready Plus Package Statement of Work

UKG One View Connect Statement of Work

UKG One View Managed Services and Payments Statement of Work

UKG Pro Pay and People Center Statement of Work

UKG Pro Workforce Management Statement of Work

Exhibit "F" UKG Business Associate Addendum

Exhibit "G" Terms of Use for MyPeopleDoc (UKG Employee Vault)

Exhibit "B" Owner's Request for Proposal #Error! Reference source not found., as modified by **Exhibit "A" Contractor's Bid/Proposal** and **Exhibit "A-1" Modification to Exhibit B** shall be incorporated only by reference herein and shall have no force or effect on the parties.

Purchasing
Cooperative:

OMNIA PARTNERS PURCHASING COOPERATIVE: Contractor agrees to extend use of this Master Agreement to public agencies (state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit) (Public Agencies) registered with OMNIA Partner, LLC's Purchasing Cooperative (Participating Public Agencies) under the terms of this Agreement (Master Agreement) and the Administrative Agreement found at Exhibit A.

Governing
Law:

This Agreement shall be governed by the state law in which Participating Public Agency is based, provided however, if such jurisdiction has adopted the Uniform Computer Information Transactions Act (UCITA), or such other similar law, the parties expressly agree to "opt-out" of and not be governed by UCITA or such other similar law. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

Term:

This Agreement shall begin on July 14, 2025 (Effective Date), for an Initial Term of four (4) years. Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (Renewal Terms) upon mutual written consent of the Parties unless earlier terminated as provided herein. This Agreement shall terminate absolutely on July 13, 2032. Pursuant to O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of the Owner at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which the Agreement is in effect. The Services which may be ordered will renew in accordance with **Exhibit "C" UKG Public Sector MSA** unless otherwise agreed between the Participating agency and the Contract. The Parties reserve the right to renew, amend or extend the Agreement for additional terms. Owner may terminate this agreement at any time for nonappropriation of funding subject to 30 days prior written notice.

Price:



Prices for services and equipment, if applicable, shall be as stated in Exhibit "A" Contractor's Bid/Proposal.

Billing:

For purchases made by Participating Public Agencies, the invoicing and billing requirements outlined in the applicable UKG terms and conditions as applied to the product/service outlined on the applicable Order.

[Signatures on Next Page]

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

OWNER	CONTRACTOR
Cobb County Board of Commissioners	UKG Kronos Systems, LLC
100 Cherokee Street	900 Chelmsford Street
Marietta, Georgia 30090	Lowell, MA 01851
 	
Lisa N. Cupid, Chairwoman	MEI DENG, Director, Finance Business Ops.
Cobb County Board of Commissioners	UKG Kronos Systems LLC
Date 7/22/25	Date 7/14/2025
Approved as to form: 	Attest:
County Attorney's Office	Corporate Secretary
July 22, 2025	Corporate Seal
Date	
	Federal Tax ID Number 04-2640942

APPROVED
 PER MINUTES OF
 COBB COUNTY
 BOARD OF COMMISSIONERS
 7/8/25

UKG Kronos Systems, LLC
900 Chelmsford Street
Lowell, MA 01851
T: 978-250-9800
ukg.com



June 26, 2025

Certificate of Authority

I hereby certify that I am President and Manager of UKG Kronos Systems, LLC (the "Company") and that **Mei Deng, Director Finance Business Operations**, is authorized to execute contracts, contract amendments, sales order forms, quotes and Request For Proposal ("RFP") submissions on behalf of the Company.

A handwritten signature in black ink, appearing to read 'Elizabeth McCarron', written in a cursive style.

Elizabeth McCarron
President and Manager

Exhibit “C”
UKG Public Sector MSA

(also referred to as the UKG Kronos Systems, LLC Commercial Terms and Conditions)

These Public Sector Master Terms and Conditions (this “**Agreement**”) are made between the UKG entity, which may include UKG Kronos Systems LLC, Kronos SaaS Inc. or UKG Inc. (“**UKG**”) and the Public Agency signing the Order (“**Customer**”) which makes reference to the Master Agreement and sets forth the terms and conditions governing Customer’s use of UKG Software as a Services offerings, Equipment and other related Professional Training and Support Services that are stated on the Order or Statement of Work, including any attachments thereto. This Agreement is effective as of the date of the last Party to sign the Order (“**Effective Date**”). Capitalized terms used but not defined in this Agreement will have the meanings ascribed to them in the applicable Order or SOW.

1. Services

- 1.1 Subscription Services.** The Subscription Services will be identified in the Order. During the Initial Term and all applicable Renewal Terms defined in the Order, UKG will provide the Subscription Services to Customer and Customer may use such Subscription Services solely for its internal business purposes to manage the type and number of its employees subject to and conditioned on payment by Customer of all fees and Customer’s compliance with this Agreement, the Services Description, the Documentation, and the Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by UKG regarding future functionality or features.
- 1.2 Support Services.** UKG shall maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. UKG will use commercially reasonable diligence to correct reproducible errors when reported to UKG and provide phone, email, or online support 24 hours a day / 7 days a week as set forth in the UKG Support Policy located in the applicable Services Description and also available at <https://www.ukg.com/saas-support-policies-and-services>. UKG will also provide scheduled and periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to UKG.
- 1.3 Professional Services.** UKG will provide the Professional Services listed in the Order, in accordance with the applicable Statement of Work. If Customer requests additional Services that were not previously identified on an Order or Statement of Work, then the Parties may need to execute additional Orders or Statements of Work.
- 1.4 Training Services.** In connection with a Subscription Service, UKG will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to

prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training Services outside the scope of this section shall be provided by UKG as described in the Order and Statement of Work.

2. Acknowledgements

- 2.1 Reservation of Rights.** The Subscription Services are provided with a limited right to use and are not sold, and UKG reserves and retains all rights not expressly granted in this Agreement. UKG has and shall maintain sole and exclusive ownership of all rights, title, and interests in the Services and Documentation, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks, brands, and other intellectual property rights pertaining thereto). There will be no “work for hire” created as part of the Services or any deliverables owned by Customer, and all works, customizations, models, and developments created by UKG shall be considered a part of the Services.
- 2.2 Use Restrictions.** Except as expressly provided in this Agreement, no other use of the Subscription Services is permitted. Customer may not, and may not cause or permit others to: (a) reverse engineer, disassemble, adapt, translate, or decompile the Subscription Services, including, without limitation, any third party components, or otherwise attempt to derive source code, trade secrets, or knowhow from the Subscription Services; (b) license, sell, transfer, assign, distribute, or outsource use of the Subscription Services or Documentation, or provide service bureau, data processing, or time sharing access to the Subscription Services, or otherwise use the Subscription Services to provide payroll or human resource record keeping for third parties; (c) create Internet “links” to the Subscription Services or “frame” or “mirror” the Subscription Services on any other server, or wireless or Internet-based device; (d) access or use the Subscription Services or Documentation to build or support, directly or indirectly, products or services competitive to UKG; (e) interfere with or disrupt the integrity or performance of any Subscription Services or any data contained therein; (f) attempt to gain unauthorized access to any Subscription Services or its related data, systems, or networks; or (g) remove or alter any proprietary notices or marks on the Subscription Services or Documentation.
- 2.3 Customer Feedback.** Customer has no obligation to provide UKG with any suggestion, enhancement request, recommendation, evaluation, correction, or other feedback about the Services (“**Feedback**”), but if it does, Customer grants to UKG and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, disclose, create derivative works, and make and incorporate such Feedback into its Services for any purpose. UKG has no obligation to incorporate or apply any Feedback to the Services.
- 2.4 Consent to Subcontract.** Customer hereby consents to UKG subcontracting Services to persons or companies qualified by UKG to provide Services on UKG’s behalf. UKG may also fulfill its obligations related to certain Services through its affiliates. UKG shall be responsible for the actions of its subcontractors and Affiliates.

2.5 Compliance with Laws. UKG shall comply with Applicable Laws in performing its obligations hereunder. Customer shall comply with Applicable Laws when using the Services and remains solely responsible for its compliance with Applicable Laws, including, but not limited to, with respect to the configuration and use of the Services and regardless of whether UKG provides assistance with Customer compliance matters. Customer acknowledges that the specific record retention requirements established under Applicable Laws relating to Customer are the responsibility of Customer and not UKG.

2.6 Upgrades and Modifications.

2.6.1 Upgrades. The Subscription Services may be upgraded or changed at any time as required by normal business conditions, provided that such changes will not materially diminish the functionality of the Subscription Services. Any changes to the Subscription Services will be applicable to all UKG customers of the Subscription Services and material changes will be deployed with reasonable advance notice.

2.6.2 Modifications. UKG may unilaterally revise its Master Services Agreement (“MSA”) terms if they are not material. For revisions that will materially change the terms of the Agreement, the revised MSA terms must be incorporated into the Agreement which will be published. Any MSA terms or conditions unilaterally revised that are inconsistent with any material term or provision of this Agreement shall not be enforceable against the Customer, and the Customer shall not be deemed to have consented to them.

2.7 Acceptable Use. Customer will use the Subscription Services in full compliance with the Acceptable Use Policy attached as Exhibit 1 and which could be found in <http://www.ukg.com/acceptable-use-policy> (“**Acceptable Use Policy**”), which requires Customer not to (a) use, or encourage, promote, facilitate or instruct others to use, the Services for any illegal, harmful or offensive use, or to transmit, store, display, distribute or otherwise make available content that is illegal, harmful, or offensive, (b) use the Services to violate the security or integrity of any network, computer or communications system, software application, or network or computing device, (c) interfere with or fail to cooperate with any UKG investigation of a security incident involving any UKG system, infrastructure or customer data, (d) make network connections to any users, hosts, or networks unless Customer has permission to communicate with them, and (e) use the Service to distribute, publish, send, or facilitate the sending of unsolicited mass e-mails or other messages.

2.8 Access Credentials. Except as otherwise provided herein, Customer will not provide any third party with access credentials to the Subscription Services and will safeguard and compel all users to safeguard the access credentials. Customer will be responsible for all acts and omissions of its users. Customer will notify UKG promptly if it learns of any unauthorized use of any access credentials or any other known or suspected breach of security. If Customer allows use of the Subscription Services by any of its departments or public agencies which Customer controls without requiring such department or public

agency to execute a separate Order with UKG to establish its own tenant environment, then Customer will be fully responsible and liable for all use and misuse of the Subscription Services by such Affiliate, and will fully cooperate with UKG in enforcing all of its rights to, interests in, and protection of the Services, including in seeking equitable remedies against any Affiliate that breaches this Agreement. Customer may also allow use of the Subscription Services by its legally bound contractors, provided such use is solely on Customer's behalf, is strictly in compliance with the terms and conditions of this Agreement, Customer at all times remains in control of and retains management over the Subscription Services, and Customer is liable for all breaches of this Agreement by such contractor. Customer authorizes UKG to provide such Customer contractors access to the Subscription Services.

- 2.9 Connectivity.** Customer is responsible for securing, paying for, and maintaining connectivity to the Subscription Services from Customer's location(s) via the internet, including any and all related hardware, software, third party services, and related equipment and components for such connectivity. Customer agrees that UKG will have no liability for such connectivity and Customer will not be excused from any of its obligations under the Agreement due to the quality, speed, or interruption of the communication lines from the Customer's location(s) to the internet.

3. Fees and Taxes

UKG understands that Customer may be subject to Applicable Laws governing payment, including availability of funds, timing of payments, late payment interest penalties, and taxes.

- 3.1 Fees.** Customer will pay the fees on the payment terms and in the currency indicated in the Order. For each Order, the billing period of the fees will start on the Billing Start Date as set forth in the Order and will continue for the time period indicated as the Initial Term and all Renewal Terms, each as defined on the Order. Customer is responsible to pay for the Services for the entire Initial Term and each Renewal Term. UKG may increase the fees as set forth in the Order. The increased fees will be set forth in the applicable invoice. Except as otherwise specified in the Order and this Agreement (a) subscription fees are based on Subscription Services purchased and not time of actual usage; (b) minimum quantities purchased cannot be decreased during the relevant the then current Initial Term or Renewal Term; (c) additional quantities may be purchased; and (d) payment obligations are non-cancelable and fees paid are non-refundable.

- 3.2 Taxes.** *This section applies only if Customer has not provided with a valid tax exemption certificate authorized and honored by applicable taxing authorities that covers all Taxes.* The fees exclude, and Customer will be responsible for, all applicable sales, use, excise, withholding, VAT, and any other similar taxes, duties and charges of any kind imposed by any governmental entity in connection with the Services (excluding taxes based solely on UKG's income) ("Taxes").

3.3 Late Payment. Any invoices not reasonably disputed in writing within thirty (30) days from the date of receipt will be deemed undisputed and due. All undisputed invoices not paid within thirty (30) days after the date such amounts are due and payable may accrue interest at a rate up to the maximum allowable by applicable law. Customer will reimburse UKG for any additional reasonable cost incurred by UKG in connection with collecting any amounts payable under this Agreement. If Customer is more than thirty (30) days overdue in its payment of an undisputed amount due, then UKG reserves the right to suspend the Services provided under the applicable Order, but only until such payment is made to UKG and provided that UKG gives Customer at least ten (10) business days prior written notice of the overdue amount before UKG suspends the Services. Upon payment in full of all overdue amounts, UKG will restore the Services.

4. Data, Security and Privacy

4.1 Ownership of Customer Data. Customer shall retain ownership of all rights, title, and interests in and to Customer Data. No ownership rights in Customer Data will transfer to UKG. UKG will maintain backup copies of Customer Data as required to maintain and provide the Services, but Customer is responsible for maintaining backup copies of all data and information that Customer inputs into the Services or otherwise provides to UKG.

4.2 Use of Customer Data. Consistent with common Software as a Service (SaaS) industry practices and in accordance with Applicable Laws, UKG collects Customer Data to keep Services regularly up to date with appropriate market standards and security. All Customer Data collected is used solely for the purpose of providing and improving the Services and enhancing the customer experience with new functionalities.

4.3 Collection of Personal Information. Services may employ applications and tools that collect and process Personal Information that may be required by UKG to provide the requested Services or functionality included in or related to those Services. If Customer wishes to stop the collection and processing of Personal Information, Customer may need to uninstall or discontinue using certain Services.

4.4 Data Privacy and Security. Each Party agree to comply with Applicable Laws in its processing of Personal Information. UKG and its subprocessors will process Personal Information in accordance with UKG's DPA. All Customer Data will be secured and protected as set forth in the Technical and Organizational Measures of UKG's DPA.

5. Confidentiality

5.1 Definition. “**Confidential Information**” is any non-public information relating to a Party that is disclosed pursuant to any Order or this Agreement, and which reasonably should be understood by the recipient of such information to be confidential because of (a)

legends or other markings; (b) the circumstances of the disclosure; or (c) the nature of the information itself.

- 5.2 Exceptions.** Information will not be considered Confidential Information if the information was (a) in the public domain without any breach of this Agreement; (b) disclosed to the receiving Party on a non-confidential basis from a source lawfully in possession of such Confidential Information and, to the knowledge of the receiving Party, is not prohibited from disclosing such Confidential Information to receiving Party; (c) released in writing from confidential treatment by disclosing Party; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information.
- 5.3 Nondisclosure.** Except as expressly permitted in this section, neither Party will disclose the other Party's Confidential Information to any third party.
- 5.4 Protection.** Each Party will secure and protect the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and using precautions that are at least as stringent as it takes to protect its own Confidential Information of like nature, but no less than reasonable precautions.
- 5.5 Use.** Each Party will only use the Confidential Information of the other Party as expressly permitted by or as required to exercise their rights, duties, and obligations under this Agreement.
- 5.6 Disclosure Exceptions.** Confidential Information may be shared with and disclosed to (a) any Affiliate, subcontractor, or other third party who has a need to know to enable the receiving Party to exercise its rights or perform its obligations in connection with this Agreement and have non-disclosure obligations at least as stringent as the confidentiality provisions of this Agreement that apply to the Confidential Information; or (b) any court or governmental agency of competent jurisdiction, pursuant to a subpoena, order, civil investigative demand or similar process with which the receiving Party is legally obligated to comply, and of which the receiving Party notifies disclosing Party as required by a legal process, including in connection with any proceeding to establish a Party's rights or obligations under this Agreement (provided however that, when permitted by Applicable Law, a Party will give the other reasonable prior written notice so that the disclosing Party has an opportunity to contest any disclosure required by a legal process).
- 5.7 FOIA/Public Disclosure Laws.** Notwithstanding any confidentiality obligations in the Agreement, UKG acknowledges that Customer may be compelled to disclose Confidential Information pursuant to the Federal Freedom of Information Act and any state equivalents or other open-records or public disclosure Applicable Laws. Customer may disclose such information to third parties upon written request to the extent compelled by such Applicable

Laws; provided that, prior to any such disclosure, Customer provides prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at UKG's cost, if UKG wishes to limit or contest the scope of the disclosure in whole or in part.

6. Warranty

6.1 Mutual Warranties. Each Party hereby warrants that (a) it has the full right and authority to enter into this Agreement; and (b) the performance of its obligations and duties under this Agreement does not conflict with or result in a breach of any other agreement of such Party or any judgment, order, or decree by which such Party is bound.

6.2 Subscription Services Warranty. UKG warrants that the Subscription Services will substantially conform with the Documentation and that the functionality of the Subscription Services will not be materially diminished or adversely modified. In the event of a breach of the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, at UKG's cost, UKG will make commercially reasonable efforts to remedy such breach, provided that if UKG cannot substantially remedy such breach, then Customer may terminate the affected Subscription Services in accordance with Section 7.2.2. Customer agrees to report any non-conformance of the Subscription Services within thirty (30) days of its discovery and provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Subscription Services.

6.3 Professional, Support, and Training Services Warranty. UKG warrants that the Professional Services, Support Services, and Training Services will be performed by qualified personnel in a good and professional manner. In the event UKG breaches the warranty described in this Section, as Customer's exclusive remedy and UKG's sole obligation, UKG will reperform the deficient Professional, Support, or Training Service, at UKG's cost, provided that if UKG cannot substantially remedy such breach, then UKG will refund any fees prepaid by Customer for the affected Services. Customer must report any deficiencies in such Services, including Professional Services, within thirty (30) days of the completion of the Services.

6.4 Disclaimer. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES NOT SET FORTH IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE, IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, AND ANY PRODUCTS PROVIDED BY UKG. UKG DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES OR ANY

OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL BE UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE. THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME JURISDICTIONS AND CUSTOMER MAY HAVE WARRANTY RIGHTS UNDER LAW WHICH MAY NOT BE WAIVED OR DISCLAIMED; HOWEVER, ANY SUCH WARRANTY RIGHTS EXTEND ONLY FOR THIRTY (30) DAYS FROM THE EFFECTIVE DATE OF THIS AGREEMENT (UNLESS AND ONLY TO THE EXTENT SUCH LAW PROVIDES OTHERWISE).

6.5 Customer Warranty. Customer warrants that it has all rights and required consents to provide Customer Data to UKG.

7. Term and Termination

7.1 Term of the Agreement. The term of this Agreement commences on the Effective Date and continues until the stated term in each applicable Order or as otherwise terminated as permitted in this Agreement. At the expiration of the Initial Term, and at the expiration of each Renewal Term, each as indicated on the Order, the Services will automatically renew for the duration indicated on the Order as the Renewal Term.

7.2 Types of Termination

7.2.1 Non-renewal. Either Party may terminate any Service identified in an Order upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Initial Term or a Renewal Term.

7.2.2 For Cause. Either Party may terminate this Agreement, or any Service identified in an Order, if the other Party fails to perform any material obligation under this Agreement, and such Party is not able to cure the non-performance within thirty (30) days of written notice of such default with reasonably sufficient detail regarding the alleged breach, provided that UKG may immediately terminate or suspend Customer's access to the Services without notice if Customer is in breach of the "Use Restrictions" or "Confidentiality" sections of this Agreement, or the Acceptable Use Policy to prevent further harm. Either Party may immediately terminate this Agreement and all Orders if the other Party has a receiver or similar party appointed for its property, becomes insolvent, acknowledges its insolvency in any manner, ceases to do business, makes an assignment for the benefit of its creditors, or files a petition in bankruptcy. Other than as expressly permitted in this Agreement, or an Order, SOW, or Services Description, neither Party may terminate this Agreement and each Party remains fully obligated to the terms and conditions herein.

7.2.3 For Non-Appropriation of Funds. If Customer is a US Federal, State, or Local

governmental entity that relies on funding which is allocated at the federal, state and/or local level to fund the Service in the Agreement, then, to the extent required by law, the following will apply: Customer may terminate the Service in the event of a reduction in appropriations to any fund(s) from which UKG is to be paid for Services ordered under this Agreement but not yet delivered. Customer will provide a ninety (90) day prior written notice in the event of such termination to UKG and Customer agrees to pay for the products delivered and the services performed by UKG prior to the effective date of such notice. In the event of such termination, Customer shall not be entitled to a refund of pre-paid Services, such as the support fees. Customer acknowledges that by executing an Order Form for the Services, Customer has received fiscal appropriations for the amounts due during the Initial or Renewal Term (as applicable) as indicated on such Order.

7.3 Effects of Termination. The following terms apply if an Order is terminated for any reason:

7.3.1 Fees. All fees will be paid by Customer for amounts owed through the effective date of termination, and, if the Order is terminated for UKG's breach of the Agreement, any fees prepaid by Customer for the Service not rendered prior to the effective date of termination will be credited against Customer's account, with any remaining amounts refunded to Customer within thirty (30) days of the effective date of termination.

7.3.2 Cessation of Services. UKG will cease to provide the Services to Customer and Customer's right to use and access the Subscription Services will end as of the effective date of termination. If Customer requires access to the Subscription Services after the effective date of termination or transition assistance, such access and assistance will be subject to mutual agreement and additional fees, under a separate Order or SOW, and will be subject to the terms and conditions of this Agreement.

7.3.3 Deletion of Customer Data. UKG will delete Customer Data after Customer's rights to access the Subscription Services and retrieve Customer Data have ended, unless otherwise provided under this Agreement, a Services Description, Order, SOW, or another document. UKG will delete Customer Data in a series of steps and in accordance with UKG's standard business practices for destruction of Customer Data and system backups. UKG has no obligation to retain Customer Data and Customer Data may be permanently deleted as part of UKG's data management program(s) or practice(s), and in accordance with Applicable Laws.

7.3.4 Confidential Information. UKG and Customer will each return or destroy any Confidential Information of the other Party, with any retained Confidential Information remaining subject to this Agreement.

8. Indemnification

- 8.1 Claims Against Customer.** UKG will defend Customer and Customer's respective directors, officers, and employees, who are acting on behalf of Customer ("**Customer Indemnified Parties**"), from and against any and all third party Claims to the extent the Services or Documentation infringe or misappropriate any registered copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, damages, costs, or expenses (including, without limitation, reasonable attorneys' fees) actually awarded by a court of applicable jurisdiction to the extent resulting from such third party Claim, or as a result of UKG's settlement of such third party Claim.
- 8.2 Mitigation.** In the event that a final injunction is obtained against Customer's use of the Subscription Services by reason of infringement or misappropriation, or if in UKG's opinion, the use of the Subscription Services is likely to become the subject of a successful Claim of infringement or misappropriation, UKG (at its option and expense) will use commercially reasonable efforts to either (a) procure for Customer the right to continue using the Subscription Services as provided in the Agreement; or (b) replace or modify the Subscription Services so that they become non-infringing but remain substantively similar to the affected Subscription Services. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the applicable Subscription Services and the rights granted hereunder upon written notice, at which time UKG will provide a refund to Customer of any fees paid by Customer for the infringing elements covering the period of their unavailability.
- 8.3 Exceptions.** UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation of the Subscription Services is based on (a) use other than as expressly permitted by this Agreement or by UKG in writing; or (b) use in conjunction with any equipment, service, or software not provided by UKG, where the Subscription Services would not otherwise infringe, misappropriate, or become the subject of the third party Claim.
- 8.4 Qualifications.** Customer will provide written notice to UKG promptly after receiving notice of a third party Claim. If defense of such third party Claim is materially prejudiced by a delay in providing notice, UKG will be relieved from providing such indemnity to the extent of the delay's impact on the defense. UKG will have sole control of the defense of any indemnified third party Claim and all negotiations for its settlement or compromise, provided that UKG will not enter into any settlement which imposes any obligations on Customer without the prior written consent of Customer. Customer will cooperate fully (at UKG's request and expense) with UKG in the defense, settlement, and compromise of any such action. Customer may retain its own counsel at its own expense, subject to UKG's rights above.
- 8.5 Government Control of Defense.** If Customer is a US Federal, State, or Local governmental entity, then, to the extent required by law, the following will apply: Any

provision of the Agreement requiring UKG to defend or indemnify Customer is hereby amended, solely to the extent required by Applicable Laws, to provide that the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer) has the right to represent the respective Federal or SLED entity in litigation and other formal proceedings at its own cost. Subject to approval of the U.S. Department of Justice (for a Federal Customer) or applicable State Attorney General's Office (for a SLED Customer), if applicable, Customer shall tender defense of action to UKG upon request by UKG.

- 8.6** This "Indemnification" section states UKG's sole liability and Customer's exclusive remedy for all third party Claims and damages.

9. Limitations of Liability

- 9.1 Monetary Cap.** DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE PROVIDED TO CUSTOMER SHALL IN NO EVENT EXCEED THE AMOUNT PAID OR PAYABLE TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).
- 9.2 Exclusion of Damages.** UKG WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES; FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES; OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOST GOODWILL, OR LOST DATA RESULTING FROM OR RELATED TO THE SERVICES OR THIS AGREEMENT, HOWEVER CAUSED; OR ANY DAMAGES TO THE EXTENT CAUSED BY CUSTOMER'S DATA OR APPLICATIONS, CUSTOMER'S ALLOWANCE OF UNAUTHORIZED THIRD PARTY ACCESS, OR CUSTOMER'S INTRODUCTION OF MALICIOUS CODE.
- 9.3 Applicability of Limitations.** THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF LEGAL THEORY AND THE REASON LIABILITY IS ASSERTED, EVEN IF UKG HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NOTHING IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT SHALL OPERATE TO EXCLUDE OR LIMIT THE LIABILITY OF ANY PARTY TO THE EXTENT SUCH LIABILITY CANNOT LAWFULLY BE SO LIMITED OR EXCLUDED UNDER APPLICABLE LAW. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW. THE PARTIES AGREE THAT THE LIMITATIONS ON LIABILITIES SET FORTH HEREIN ARE AGREED ALLOCATIONS OF RISK AND SUCH

LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. General

10.1 Jurisdiction & Dispute Resolution. This Agreement is governed by and is to be interpreted solely in accordance with the laws of the Commonwealth of Massachusetts, without regard to any conflict of law provision that would result in the application of a different body of law, and each Party agrees to submit to exclusive venue in the courts in Boston, Massachusetts in any dispute arising out of or relating to this Agreement. The United Nations Commission on International Trade Law, the United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement.

10.2 Federal Government Use Provision. If the ultimate end user is a U.S. federal government entity, then it acknowledges that the Subscription Services, Equipment and Documentation consist of “commercial services” and “commercial products,” as defined in FAR 2.101, consisting of “commercial computer software,” “commercial computer software documentation” and “technical data” as these terms are used in FAR 12.211-12.212 and in DFARS 227.7202, as applicable. All such government end users will comply with this Agreement while using Subscription Services, Equipment and Documentation. The rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Subscription Services, Equipment and Documentation shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If such Customer needs any additional rights, it must negotiate a mutually agreed addendum to these Agreement specifically granting those rights.

10.3 Export. Each Party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the generality of the foregoing, Customer represents that it is not on any U.S. government denied-party list and it shall not make the Services available to any person or entity that (a) is located in a country that is subject to a U.S. government embargo; (b) is listed on any U.S. government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.

10.4 UKG’s Employer Obligations. UKG is responsible for compliance with all requirements and obligations relating to its employees under all Applicable Laws including, but not limited to, employer’s obligations under laws relating to: payroll, income tax withholding and reporting; civil rights; equal employment opportunity; discrimination on the basis of age, sex, race, color, religion, disability, national origin, or veteran status; overtime;

minimum wage; social security contribution and withholding; unemployment insurance; employer's liability insurance; worker's compensation; veteran's rights; and all other employment, labor, or benefits related laws.

10.5 Human Trafficking and Modern Slavery. UKG shall comply with all Applicable Laws regarding slavery and human trafficking of the state, province, and country/countries in which they are performing the Services and doing business, including, but not limited to, the California Transparency in Supply Chains Act and the United Kingdom Modern Slavery Act.

10.6 E-Verify. To the extent required by Applicable Laws, UKG agrees to utilize the U.S. Department of Homeland Security's E-Verify system, to verify the employment eligibility of all persons assigned by UKG to perform work in the United States pursuant to this Agreement.

10.7 Severability and Waiver. The invalidity or illegality of any provision in this Agreement will not affect the validity of any other provision. All unaffected provisions remain in full force and effect. The waiver of any breach of this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.

10.8 Surviving Provisions. Provisions in this Agreement which by their nature are intended to survive in the event of a dispute or because their obligations continue past termination of the Agreement, including provisions relating to acknowledgements, reservation of rights, use restrictions, fees, confidentiality, limits of liability, indemnification, and termination, will so survive.

10.9 Assignment. This Agreement cannot be assigned by a Party, whether by operation of law or otherwise, without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement in its entirety (including all Orders and Statements of Work) as part of a merger, acquisition, transfer, or sale of all or substantially all of its assets, stock or business, including to an Affiliate, so long as the assignee agrees to be bound by all of the terms and conditions of this Agreement, the Orders, and Statements of Work. In the event of such an assignment, the non-assigning party shall be entitled to request from the assignee reasonable information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. In no event shall Customer have the right to assign the Agreement to a direct competitor of UKG. This Agreement shall be binding on and inure to the benefit of all permitted predecessors, successors, and assigns of each Party.

10.10 Force Majeure. If an unforeseeable event reasonably beyond the control of either of the Parties arises to prevent a Party from performing its obligations under this Agreement, including, but not limited to, acts of war, terrorism, uprising, acts of nature like earthquakes or floods, measures of any governmental authority in response to pandemics, epidemics or other viral or bacterial outbreaks, civil unrest, embargoes, riots, sabotage,

labor shortages, changes in laws or regulations, the failure of the internet or communications via common networks, failure of payment transfer mechanisms (but not lack of funds to make payments), power or system failure, or a delay in transportation (collectively “**Force Majeure**”), each Party will be excused from performance of its obligations under this Agreement, for the duration of the Force Majeure affecting such Party, provided that the affected Party will use reasonable efforts to mitigate the impact of the Force Majeure. Notwithstanding the foregoing, UKG remains obligated to provide disaster recovery portions of the Services to the extent not also prevented by the Force Majeure.

10.11 Publicity. UKG will not publicize matters relating to Customer’s use of the Services without Customer’s prior consent. Despite the foregoing, UKG may identify the Customer as a UKG customer and use Customer’s name, trademark, and logo, in any and all media, including without limitation, UKG’s advertising literature, marketing materials, websites, and lists of UKG’s customers; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the Service from UKG. For the avoidance of doubt, this section does not prohibit UKG from referencing Customer’s name in a verbal format.

10.12 Notice. When either Party needs to provide notification or consent under this Agreement, those notices and consents must be in writing and considered delivered upon actual receipt. All notices to UKG must be sent to the following: UKGLegal@ukg.com with a copy to EVP Chief Legal Officer, UKG Inc., 900 Chelmsford Street, Lowell, MA 01851. All notices to Customer will be sent to the contact listed on the applicable Order. Notices sent elsewhere will not be considered effective under this Agreement. Any cure period required under this Agreement will begin on the date the notice is received.

10.13 eSignature. Each Party agrees that an eSignature (or a facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

10.14 No Third Party Beneficiaries. The provisions of this Agreement are for the sole benefit of the Parties and they will not be construed as conferring any rights on any third party nor are there any third party beneficiaries to this Agreement.

10.15 Titles and Headings. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

10.16 Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement shall be deemed to constitute a partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party for any purpose.

10.17 Entire Agreement. This Agreement (and any information in referenced herein, including in an exhibit, schedule, attachment, annex, or at any URL) along with any corresponding Order, SOW, and Services Description constitute the entire agreement between the Parties pertaining to each Order. This Agreement supersedes all prior and contemporaneous representations, negotiations, and communications between the Parties relating to the Services and its subject matter. Customer acknowledges that it has not relied upon any such representations, negotiations, and communications, and waives any rights or claims arising from such representations, negotiations, and communications, including any claims for fraud or misrepresentation. This Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order or similar document, any terms or conditions in such purchase order are null and void. In the event of a conflict between the provisions contained in this Agreement and those contained in an Order, SOW, or Services Description, the following order of precedence shall apply: (1) the Order, (2) this Agreement, (3) Services Description, and (4) the SOW.

11. Definitions

- 11.1 “Affiliates”** means, as to UKG, those entities that are directly or indirectly controlled by UKG Inc.; and as to Customer, those Customer entities that directly or indirectly control, are controlled by, or are under common control with Customer. “Control” (in this context) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made through the ownership of the majority of its voting or equity securities, contract, or otherwise.
- 11.2 “Applicable Law(s)”** means all laws, codes, legislative acts, regulations, ordinances, administrative rules, rules of court, and court orders applicable to a Party’s respective business.
- 11.3 “Claim(s)”** means any and all notices, charges, claims, proceedings, actions, causes of action and suits.
- 11.4 “Customer Data”** means all content, information, and data Customer inputs into the Subscription Services, including but not limited to Personal Information.
- 11.5 “Documentation”** means the written specifications for the Subscription Services or other published online by UKG on its community pages accessible at <https://www.ukg.com/support> and <https://library.ukg.com/>, such as user manuals and administrator guides, as well as the Services Descriptions.
- 11.6 “DPA”** means UKG’s U.S. Data Processing Agreement located at <https://www.ukg.com/us-dpa> .
- 11.6 “Order”** means an order form, agreed by both Parties, which is subject to this Agreement or otherwise references this Agreement, setting out, among other things, the type and quantity of employees that may be managed in the Subscription Services, the term of the

Order, price and payment terms of the Services to be provided by UKG, and the fees to be paid by Customer.

- 11.7 “Party” or “Parties”** means UKG or Customer, or both, as the context dictates.
- 11.8 “Personal Information”** means Customer Data related to a Data Subject as defined under U.S Privacy Laws, including “personal information” as defined under the California Consumer Privacy Act (“CCPA”) and any similar terms, such as “personally identifiable information”.
- 11.9 “Professional Services”** means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar services provided hereunder.
- 11.10 “Services”** means the (a) Subscription Services; (b) Support Services; (c) Professional Services; (d) Training Services; and (e) other services or offerings as set forth in an Order.
- 11.11 “Services Description”** means the supplemental terms applicable to a Subscription Service or other offerings located at <http://www.ukg.com/services-descriptions>.
- 11.12 “Statement of Work” or “SOW”** means a document executed by both Parties, which is subject to this Agreement and the applicable Order or otherwise references this Agreement, detailing the scope of Professional Services or Training Services, the associated fees, and other applicable terms.
- 11.13 “Subscription Services”** means those UKG software-as-a-service (“SaaS”) applications set forth on the Order, including the UKG data accessible therein, and made available to Customer via a hosted multi-tenant environment to use on a subscription basis.
- 11.15 “Support Services”** means support and maintenance services provided by UKG for the Subscription Services, as described in this Agreement.
- 11.16 “Training Services”** means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by UKG.
- 11.17 “UKG”** means UKG Kronos Systems, LLC., a Massachusetts limited liability company with its principal place of business at 900 Chelmsford Street, Lowell, MA 01851.

EXHIBIT B

SPECIFIC REQUIREMENTS/OPTIONS OF CITY

Attached:

UKG Quote, and

UKG Ready Statement of Work for City of San Luis

UKG Ready Statement of Work for CITY OF SAN LUIS

This Statement of Work (SoW) outlines the scope of services to be provided by UKG for the implementation of the Subscription Services in the Order. The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding UKG Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

UKG's Launch methodology ("Launch") provides proven and repeatable processes that are supported with UKG standard tools, templates and proven training paths that deliver a successful launch of the Subscription Services. UKG and the Customer will collaborate throughout the Launch process performing tasks such as requirements workshops, system configuration, data conversion, integration configuration, testing cycles, production support, and project management. With Launch, UKG uses its proven methodology to provide training and services to deploy the Subscription Services. Launch will be delivered as described in this document. If there are changes to the outlined assumptions, or if additional work is required, additional costs may be required and timelines may be delayed.

Billing for the Launch of Professional Services outlined in this Statement of Work will begin on the Billing Start Date specified in the corresponding Order, regardless of when the Welcome Phase or Go Live actually occurs. Should there be any postponement in the commencement of Professional Services or in the Go Live date, these changes will not alter or delay the Billing Start Date unless both parties formally agree to such modifications through a signed change order.

1. Project Summary

CITY OF SAN LUIS is implementing Full Suite UKG Ready to improve employee engagement.

2. Introduction to Launch

Deployment Strategy

The deployment of Subscription Services is a collaborative endeavor. UKG will work with the Customer to determine the most logical and efficient deployment plan based upon Subscription Services purchased, and Launch duration outlined in this document. This best practice approach will be tailored to Customer's business objectives.

Launch Methodology

The Launch methodology provides a framework that generally describes how the project will progress from start to finish. The project team follows this framework to transition Customer's existing human capital management and workforce management (if applicable) functions from Customer's legacy provider to UKG Ready. UKG's deployment methodology includes the following phases:

Launch Phase	Description
Welcome	Preliminary preparation involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and ensure system access.
Requirements	UKG will perform a discovery process by interviewing the Customer's subject matter experts from different functional areas. Information that has been gathered during the requirements phase is used to determine the current system set up, the new system definition requirements and allow UKG to determine the best fit between the Customer's business requirements and the Subscription Services. A project timeline will be provided once requirements have been collected.
Build	This phase is designed to configure UKG Ready per the purchased Subscription Services, build interfaces, and migrate employee data into UKG Ready from legacy system. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.
Test	Testing involves functional testing and user acceptance testing for the applicable Subscription Services; including, but not limited to, parallel testing, dual maintenance, and validation.
Go Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Subscription Services and transition to UKG's Global Support team.

3. Subscription Services in Scope

The following Subscription Services are in scope and will be configured in accordance with the Launch methodology and assumptions described in this document.

Subscription Service	Go Live Phase
UKG Ready Time and Scheduling	Phase 1
UKG Ready HR	Phase 1
UKG Ready Payroll (US Only)	Phase 1
UKG Ready Integration Hub	Phase 1

Subscription Service	Go Live Phase
UKG Ready Accruals	Phase 1
UKG Ready Attestation	Phase 1
UKG Ready Benefits (US and CAN Only)	Phase 1
UKG Ready Bryte AI	Phase 1
UKG Ready Recruiting	Phase 2
UKG Ready Learning	Phase 2
UKG Ready Leave Manager	Phase 2
UKG Ready ACA Manager (US Only)	Phase 2
UKG Ready Workforce Insights	Phase 2
UKG Ready Compensation Manager	Phase 2
UKG Ready Performance Management	Phase 2
UKG Ready HRSD Document Manager	Phase 2

4. Launch Parameters

The following parameters support UKG's Launch methodology and provide an additional set of considerations as it applies to the Project, the Subscription Service(s), and Professional Services described in this document.

Launch Item	Parameters
General Guidelines	<ul style="list-style-type: none"> The assigned UKG Project Manager will provide a finalized projected timeline once the requirements phase has been completed. NOTE: The typical UKG Ready Launch duration for Customers is seven (7) to nine (9) months from project kick-off and expire after twelve (12) months. Financial-based integrations (e.g., 401k/RRSP export) are provided in alignment with go live. The customer and UKG team are to complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates. UKG will communicate with the Customer's project manager as the appointed point of contact responsible for all project management, communication, and preparation among all customer's parties (e.g., staff, vendors, consultants) and for any escalation and resolution. Customer holds sole responsibility for troubleshooting system(s) or hardware not provided by UKG. Changes in the scope of the launch or requirements are subject to review and may have an impact on the project timeline or cost. If additional work is required, a Change Order or new Statement of Work must be scoped, quoted, and signed. UKG will support up to two (2) in-production payroll processing periods, then transition customer engagement to UKG's Global Support team for post-implementation support.
Delivery Guidelines	<ul style="list-style-type: none"> All project work and resource delivery are supported through a virtual (offsite) UKG Launch team; the customer's team is not required to travel to UKG for any part of the Launch process. If onsite work is preferred or required, exceptions can be requested from the UKG Services Manager. UKG has consulting service solutions that are not included as part of Launch but can be purchased as a value-added service. When travel is agreed upon as part of a custom Launch or service request, UKG will deliver the scope of this project utilizing a blended approach. A blended approach combines onsite and remote resources. For any UKG travel to a customer's location, travel expenses are not included and will be invoiced separately as incurred. The UKG Launch Team will consist of English-speaking resources unless legally required for Quebec. UKG will collaborate with the customer's North America-based project team and local project representatives. Requirements for other in-scope countries will be gathered by the customer's North America-based project team and provided to the UKG Launch Team.

5. Roles and Responsibilities

A successful Launch assumes Customer participation throughout the project as referenced in the Roles and Responsibilities sections of this document. UKG and the Customer's roles and responsibilities are described below.

A check mark in the grid below indicates each respective party's primary responsibilities.

Activities	UKG	Customer
Project Management		

Activities	UKG	Customer
Review the scope of services with Customer including contract documents and resource assignments	√	√
Manage UKG team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline	√	
Manage Customer team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline		√
Create status reports and facilitate status calls with project team	√	
Partner together to identify, manage, and resolve project issues	√	√
Provide Customer communications and general project-related management activities	√	
Create change management and training for managers and employees		√
Welcome Phase		
Provide Customer access to the Subscription Services as contracted in the Order	√	
Share project goals and success criteria with UKG project team		√
Participate in the kick-off meeting	√	√
Assist in defining necessary Customer resources and a training plan as part of the project plan	√	
Key project resources attend recommended training course(s) throughout implementation		√
Requirements Phase		
Gather all available policy, procedure documentation, and business use cases to complete the data collection process		√
Describe the expected solution, business processes, and business rules for all employee groups in scope during requirements meeting(s)		√
Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines		√
Lead meeting(s) to gather business requirements and document configuration needs	√	
Provide Customer with a detailed project plan	√	
Build Phase		
Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration	√	√
Share data translations and field mapping specifications for all required fields in the UKG import templates for data conversion	√	
Provide source data for production processing in the UKG approved import template formats		√
Review and approve imported data according to the agreed upon schedule		√
Create interfaces as defined during the Requirements phase of Launch	√	
Supply technical support required for system integration and data conversion	√	√
Complete all administrative training through Learning Center in UKG Ready		√
Create a plan for manager and end-user training		√
Test Phase		
Complete interface data validation	√	√
Perform functional/user acceptance and system testing	√	√
Execute manager and end-user training		√
Go-Live Phase		
Provide production support and post-live support for transition to UKG's Global Support team	√	
Perform project wrap-up activities, including closing open issues	√	√

6. Deliverables

Below are the key project deliverables and related acceptance criteria that UKG will deliver in each phase of the implementation.

Deliverable	Activity	Acceptance Criteria
Welcome Phase		
Aligned expectations	UKG will transition the customer project from Sales to Delivery Services	Customer confirms project expectations aligns with Sales order
Project team transition	UKG will assign the Launch team to the specifics of the project	UKG and Customer prepare project for engagement with the Launch team
Requirements Phase		
Detailed Project Plan	UKG will refine and update the initial project plan	Customer receives and accepts the detailed project plan

Deliverable	Activity	Acceptance Criteria
Project Requirements Document	UKG will provide Project Requirements Document	Customer receives and completes SOC (System and Organization Controls) sign off on the Project Requirements Document in UKG Ready
Completed Integration Specifications Document(s)* Build Phase	Customer will review Integration Synopsis Document(s) with UKG	Customer reviews the document(s) prior to development of interface(s)
UKG Ready configuration	UKG builds UKG Ready based on Requirements Document	UKG completes internal testing prior to hosting Build Review Call(s)
Build Review Call(s)	Customer to attend Build Review Call(s) hosted by UKG	Customer confirms the system is built according to the Requirements Document
Completed imports of all applicable employee data	Customer will review imported data with UKG and perform data validation	Customer confirms the system is built according to the Requirements Document
Completed Integration Development* Test Phase	UKG completes the development of applicable integration(s) based on the approved Integration Synopsis Document(s)	UKG completes internal testing and validation prior to moving to customer/third party testing and validation
Complete Payroll Compare for first Test Parallel. Provide issues resolution for first parallel compare	Customer will participate in parallel testing and validate results	Customer confirms that all parallel testing results are accurate, and issues are resolved
Complete Payroll Compare for second Test Parallel. Provide issues resolution for second parallel compare	Customer will participate in parallel testing and validate results	Customer confirms that all parallel testing results are accurate, and issues are resolved
Complete UKG Ready Testing	Customer will participate in UKG Ready testing and review results	Customer confirms that all testing is accurate through SOC (System and Organization Controls) sign off in UKG Ready
Completed Import of Check History, Balances, and all other Go Live Relevant Imports	Customer review imported data with UKG and perform data validation	Customer confirms that all imported employee data is accurate

*Note: Financial-based integrations (e.g., 401k/RRSP export) are provided in alignment with go live. All other interfaces are delivered as available.

7. Project Team Composition

Resource allocation and commitment are key drivers for a successful Launch. UKG uses employee resources and may use trained and approved consulting services resources (“Certified Partners”) to assist in the performance of the Launch or consulting services under this Order Form. Customer hereby authorizes access by UKG, its affiliates, and Certified Partners to the Customer information necessary to perform such services which may include access to Customer’s Confidential Information and Customer Data.

The team roles and key responsibilities are listed below. UKG will provide experienced industry experts specializing in specific areas of Launch. Customer will provide resources as described below in the Customer Team Resources section or as otherwise mutually agreed to in the project plan.

UKG Team Resource	Key Responsibilities
Services Manager	<ul style="list-style-type: none"> UKG project sponsor Gains commitment for all project resources
Project Manager	<ul style="list-style-type: none"> Primary point of contact Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks Develops and manages project schedule Identify and develop project risk mitigation plan Communicates overall project status and provides project reporting Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution
Time Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional UKG Ready Time expert Customer’s day-to-day point of contact for all system-related service requests Completes Subscription Services configuration life cycle per the Launch methodology

UKG Team Resource	Key Responsibilities
HR (Human Resources) Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional UKG Ready HR (Human Resources) expert Customer's day-to-day point of contact for all system-related service requests Completes Subscription Services configuration life cycle per the Launch methodology
Payroll Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional UKG Ready Payroll expert Customer's day-to-day point of contact for all system-related service requests Completes Subscription Services configuration life cycle per the Launch methodology
Benefits Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional UKG Ready Benefits expert Customer's day-to-day point of contact for all system-related related service requests Completes Subscription Services configuration life cycle per the Launch methodology
Talent Acquisition, Comp, Performance Solution Consultant	<ul style="list-style-type: none"> Primary UKG resource and functional UKG Ready Talent and Compensation expert Customer's day-to-day point of contact for all system-related related service requests Completes Subscription Services configuration life cycle per the Launch methodology
Integration Consultant (As Applicable)	<ul style="list-style-type: none"> Responsible for integration file creation and delivery Works together with Customer to determine requirements for integration(s), deploys and schedules completed interface(s).
Customer Success Consultant	<ul style="list-style-type: none"> Primary point of contact for post-live services related activities and transition to support

Customer Team Resource	Key Responsibilities
Executive Sponsor	<ul style="list-style-type: none"> Customer project sponsor Gains commitment for all project resources Provides executive-level support to the project team Ensures that the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	<ul style="list-style-type: none"> Primary point of contact Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks Communicates overall project status and provides project reporting to Customer steering committee if applicable Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution Identify and manage project risks Channels the team's activities toward Subscription Services configuration and executing the project
Time Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary time representative and designated decision maker for time tracking
HR (Human Resources) Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary HR representative and designated decision maker for HR
Payroll Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary payroll representative and designated decision maker for payroll
Benefits Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary benefit representative and designated decision maker for benefits
Talent Acquisition Subject Matter Expert	<ul style="list-style-type: none"> Customer's primary talent acquisition representative and designated decision maker for talent acquisition
Education and Change Management Resource	<ul style="list-style-type: none"> Customer's primary resource and designated decision maker for end user training and change management
System Administrator	<ul style="list-style-type: none"> Customer's primary resource for Subscription Services configuration and system knowledge

Customer Team Resource	Key Responsibilities
Technical Resource	<ul style="list-style-type: none"> Customer's primary resource for technical issues related to data conversion, integrations, network, and Subscription Services security
Other Subject Matter Experts	<ul style="list-style-type: none"> Customer's primary resource and designated decision maker in their specific specialty area

8. Service Assumptions

The following assumptions were used to formulate the Order and this SOW. **Changes to these assumptions may require a separate Service Request resulting in additional costs and delayed timelines.**

Training and User Adoption Services

Effective training is the key to high user adoption rates. Training resulting in self-sufficient administrators, managers, and employees increases the efficiency of use of the Subscription Services and Customer's business processes.

UKG's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures the Customer's team members are trained on the processes they will use in their day-to-day interactions with Ready Subscription Services.

The timing of this training is key. UKG aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (e.g., Managers and Employees) use a train the trainer model for learning. Customer is responsible for train-the-trainer learning for their managers and employees unless otherwise defined in the Launch Guidelines/Assumptions section of this document.

Core Training	UKG Delivered Value Includes Access To:
Administrator and Super User Training	<ul style="list-style-type: none"> Learning Center, UKG Ready's learning management system and training delivery platform, for each user. Learning experiences found within include, but are not limited to: <ul style="list-style-type: none"> Interactive self-paced, on-demand modules "How to" videos and snippets Printable job aids Recommended learning plan(s) aligned to each user's roles within UKG Ready Online, public instructor-led class(es) "Train the Trainer" enablement and materials <ul style="list-style-type: none"> Editable templates and tools to be leveraged by the administrators to deliver manager and employee training Manager and employee-focused job aids for common tasks within UKG Ready
Change Management and User Adoption Training	<ul style="list-style-type: none"> Change management training for the project team on building a change management plan for Customer's organization Change management toolkit that includes pre-populated templates and supporting resources to be leveraged to deliver Customer's change management plan

UKG Ready Services

Subscription Service	Assumptions
UKG Ready Time and Scheduling	<p>Deployment gets you started with the ability to accept punches and pay employees accurately through these core components:</p> <ul style="list-style-type: none"> Total Cost Centers Profiles <ul style="list-style-type: none"> Timesheets Time off requests Pay Prep

Subscription Service	Assumptions
	<ul style="list-style-type: none"> ○ Security ○ Points ● Pay Calculations <ul style="list-style-type: none"> ○ Up to 20 calculations will be configured by the UKG project team ● Tables <ul style="list-style-type: none"> ○ Rate ○ Holiday ● Manager Levels ● Employee Perspectives Scorecards ● Workflows <ul style="list-style-type: none"> ○ Time Off Requests ○ Timesheet Change Requests ● Schedules <ul style="list-style-type: none"> ○ Daily Rules ○ Work Schedule Profiles ● Pay Periods ● Counters ● Time Off Categories ● Reports <ul style="list-style-type: none"> ○ Includes 61 commonly used pre-configured reports** ● Timekeeping Admin Training <p>**Up to five (5) additional customer-specified reports will be configured by the UKG project team using the standard functionality in the software. The customer can continue to configure as many as needed.</p>
UKG Ready HR	<p>Core functionality deployment gets you started by establishing HR as the system of record for employees, one of the most important foundational components through:</p> <ul style="list-style-type: none"> ● Core employee demographics ● Onboarding ● Checklists <ul style="list-style-type: none"> ○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed ● Personnel management ● Workflows <ul style="list-style-type: none"> ○ Up to 10 will be configured by the UKG project team, however the Customer can configure as many as needed ● HR documents & forms <ul style="list-style-type: none"> ○ Up to 10 custom forms will be configured by the UKG project team, however the Customer can configure as many as needed ● Incident tracking ● Certification / Credential ● Asset management ● Compliance reporting ● Standard reporting ● One-Time data load using customer-supplied data for current year in a standard UKG-supplied format ● Interface bundle using customer supplied data in standard file formats ● HR Admin Training
UKG Ready Payroll* (US Only)	<p>Deployment gets you started with the end-to-end payroll process with the ability to calculate gross-to-net, pay employees, adjust, and export data needed tax filing (if using a provider other than UKG Payroll</p>

Subscription Service	Assumptions
<p>*Recommend UKG Ready Payroll Services</p>	<p>Services) through:</p> <ul style="list-style-type: none"> • Configuration of up to 5 EINs • Pay Period Profiles • Up to two Parallel Payroll Tests • Company Tax Setup (Jurisdictions) • Custom Exports/Reports • Company Deduction Types • Company Earning Types • Configure Default Banks • Workers Comp Types • Payroll History up to 4 Quarter of Current Year • All Payroll Configurations Include: <ul style="list-style-type: none"> ○ Standard Dashboard Widgets ○ Global Payroll Settings ○ Standard Notifications ○ GL (General Ledger) Set Up ○ In-house manual check printing ○ Employee Imports • Vendor Payments (ACH/Check) • Payroll Administrative Training <p>Note: If UKG Payroll Services has not been purchased, UKG will configure tax filing options for one of the following vendors – ADP, BSI, Ceridian</p>
<p>UKG Ready Integration Hub</p> <p>Included with any above- listed Subscription Services, as available and required</p> <p>All Benefit and Financial integrations require Benefits Hub, a service of UKG Ready.</p>	<p>Enables data to flow between UKG Ready and 3rd party applications and/or vendors. UKG will deliver up to three (3) additional interfaces as part of this project.</p> <p>The customer is responsible for providing import files to UKG in the standard UKG Ready format and utilizing the standard UKG Ready delivery method. Each direction (To/From) any 3rd party system and UKG is considered a separate interface.</p> <p>Interfaces will be accomplished via standard flat-file exchange. Customer will work with UKG and 3rd party vendors to facilitate design, testing, and validation.</p> <p>The customer is responsible for implementing any SFTP protocols and providing UKG the required access.</p> <p>Examples of interfaces/integrations that can be supplied under this project include:</p> <ul style="list-style-type: none"> ○ Schedule Import/Export ○ Punch Import/Export ○ Demographic Import/Export ○ Accruals Import/Export <p>The interfaces included will expire if not identified by Launch Go Live.</p> <p>Note: Non-templated, bidirectional, custom reports and/or API (Application Programming Interface) based integrations are not included in the scope of this project. If such services or reports are required, a separate quote will be provided.</p>
<p>UKG Ready Learning</p>	<ul style="list-style-type: none"> • Creation of Learning Academy • Learning Profile assignments • Bulk Upload of Employee information to LMS (Learning Management System) • Security settings

Subscription Service	Assumptions
	<ul style="list-style-type: none"> • Training enabling client to administrate: <ul style="list-style-type: none"> ○ Content creation ○ Addition of Courses, Exams, OJTs, and Polls ○ Assignment of courses to individuals or groups of employees ○ Dashboard configuration for employees, managers, and administrators ○ Reporting functionality
<p>UKG Leave Manager*</p> <p>*Recommend being used with UKG Ready Time, Accruals & HR</p>	<p>Adds comprehensive leave administration through:</p> <ul style="list-style-type: none"> • Federal & state/provincial leave policy enforcement • Employer-specific leave policy enforcement • Qualifying questionnaire • Leave eligibility, type & duration determination • Leave hour interface with timesheets • Leave case routing workflow • Leave case life cycle monitoring • Employee self-services leave request & history • Standard reporting & email notification alerts • One-Time data load using customer-supplied data of current leave cases, leave case entries & entitlement balances in a standard UKG-supplied format
<p>UKG Ready ACA Manager* (US Only)</p> <p>*Recommend being used with UKG Ready Time, HR & Payroll</p>	<p>Provides proactive administration of your ACA (Affordable Care Act) compliance strategy across the UKG Ready solution through:</p> <ul style="list-style-type: none"> • Configurable time periods & rules • Set measurement periods & hours threshold • Calculation of employee ACA (full-time (FT) status • Identify employees ACA standing by month • Flag part-time (PT) employees approaching ACA FT status • Flag ACA FT employees no longer qualifying • Calculation of plan's affordability (Requires UKG Payroll) • Settings for minimum value plan (Requires UKG HR) • Year-End government compliant forms • Standard ACA compliance reporting • One-Time Data load using customer-supplied data of employee hours for look back in a standard UKG-supplied format
<p>UKG Ready Accruals*</p> <p>*Requires UKG Ready Time and/or Payroll</p>	<p>Adds comprehensive accrual administration to UKG Ready Time by automatically enforcing your time-off policies through:</p> <ul style="list-style-type: none"> • Consistent enforcement of policy • Configurable calculation methods & grants (see table below) • Time-Off routing & approval workflow (requires Timekeeper) • Time-Off requests at data collection devices • Automatic updates to schedule & timecard (requires Timekeeper) • Visibility to projected balances • Automatic balance reduction (requires Timekeeper or Payroll) • View time-off calendars for groups • Mobile access • One-Time data load using customer-supplied data for current year in a standard UKG - supplied format • Configure Accruals profiles and assign them to employees
<p>UKG Ready Attestation*</p> <p>*Requires UKG Ready Time</p>	<p>Provides documentation proof of compliance for required administration to UKG Time by automatically enforcing your policies through:</p> <ul style="list-style-type: none"> • Configurable questions & response choices • Automated notification & reminders • Several employee prompts with workflows

Subscription Service	Assumptions
	<ul style="list-style-type: none"> ○ Prompts differ based on attestation prompt ● Workflows** ● Functionality for the InTouch Clock vs. the Web may differ ● Full Audit Report <p>**Up to three (3) of each, as needed, will be configured by the UKG project team. The customer can continue to configure as many as needed.</p>
<p>UKG Ready Workforce Insights*</p> <p>*Requires UKG Ready Time</p>	<p>Core functionality deployment gets you started by establishing standard views of common information helpful to business stakeholders. The standard views UKG will provide during this project include:</p> <ul style="list-style-type: none"> ● Calculation of flight risk ● Configurable alerts using AIMEE Insights ● Standard reporting including pivot functionality ● Flight Risk Dashboard tile ● Voluntary Termination Reason Mapping (*In conjunction with UKG Ready HR)
<p>UKG Ready Benefits* (US and CAN Only)</p> <p>*Requires UKG Ready HR for benefit plan feeds and UKG Ready Payroll for retirement/401(k) feeds</p> <p>*Note: Each file needed, even to the same vendor, counts as one (1) feed.</p>	<p>Deployment gets you started with the end-to-end benefit administration process with the ability to automate carrier connectivity through:</p> <ul style="list-style-type: none"> ● Employee Self-Service capabilities including open enrollment/life events ● Dependent and beneficiary record keeping ● One time data load of benefit enrollments, including dependents and beneficiaries ● Benefit maintenance training ● Standard Reporting ● US ONLY - Five (5) carrier feeds including benefit providers, COBRA (US Only) connectivity to a TPA (Third Party Administrator), and Financial Connectivity <p>The included interfaces will expire if not identified by Launch Go Live.</p>
<p>UKG Ready Compensation Manager*</p> <p>*Requires UKG Ready HR</p>	<p>Automates the entire compensation management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> ● Configurable compensation cycles ● Tie compensation to performance outcomes ● Import/export Excel based compensation proposals ● Routing & approval workflows ● Complete compensation process visibility ● Budget vs. proposed comparison
<p>UKG Ready Performance Management*</p> <p>*Requires UKG Ready HR</p>	<p>Provides performance management process from defining programs and guidelines through budgeting and modeling to routing proposals for approval through:</p> <ul style="list-style-type: none"> ● Full Performance Configuration** ● Performance Development - Customer will be trained on how to setup Goal Categories, Goal Types and how to assign them to Employees. Customers will be responsible for the setup of each development area. ● Succession Planning <ul style="list-style-type: none"> ○ Succession Metrics ○ Up to 5 Succession Profiles will be configured by the UKG project team, however the Customer can configure as many as needed ○ Customer will be trained on how to assign succession profiles to employees and manage the metrics <p>**Up to three (3) review profiles will be configured by the UKG project team. The customer can continue to configure as many as needed.</p>
<p>UKG Recruiting*</p> <p>*Requires UKG Ready HR</p>	<p>Provides proactive administration of your Recruitment strategy across the UKG Ready solution through:</p> <ul style="list-style-type: none"> ● Applicant Configuration ● Applicant Administration ● Job Requisitions ● Workflows**

Subscription Service	Assumptions
	<ul style="list-style-type: none"> • Checklists** • Questionnaires** • Tracking/recruitment custom forms** • Talent tracking: training, skills, certifications • Communication and Notification templates** • Standard reporting <p>**Up to five (5) of each, as needed, will be configured by the UKG project team. The customer can continue to configure as many as needed.</p>
UKG Ready Bryte AI	<p>UKG will provide the following predefined functionality:</p> <ul style="list-style-type: none"> • Assist with configuring access to Bryte Assist through security settings • Provide guidance on how to upload documents to Bryte Assist • Share best practices for using Bryte Assist effectively <p>Please note: Bryte AI does not currently support the automatic generation of responses based on localized content-specific rules or policies unless those are uploaded. We also recommend that customers encourage their user base to provide clear feedback if Bryte AI ever provides incorrect information. For any issues, Customer Administrators should submit tickets via the appropriate UKG channels, following the established escalation process and SLA requirements.</p>
UKG HRSD Document Manager	<p>UKG will provide the following predefined functionality:</p> <ul style="list-style-type: none"> • Employee folder structure • HR roles mapped with UKG Ready HR roles • UKG Ready HR Data (Employee, Organization and HR User) • Enablement of advanced document feature • Logo of Customer to UKG Ready Document Manager site • Document migration from UKG Ready Documents: Employee, Government, and Custom Forms, to Document Manager <p>Customer responsibility includes: Document migration from legacy provider to UKG Ready</p>

9. Service Requests

Requests for changes to this Statement of Work, additional scope, activities outside of this planned project scope, or increased project duration must be submitted to the UKG project manager in writing or in the form of an electronic Service Request.

The following excluded items are considered out of scope and will require a billable Service Request:

- Material changes in the scope or effort (i.e., # of deployments or EINs, request of onsite assistance, etc.)
- Material changes in the number or type of deliverables to meet the defined scope of effort (i.e., additional integrations, profiles, etc.)
- Changes to the project resource requirements
- Changes to the Launch duration (i.e., changes to the scheduled dates after completion of Requirements)
- Modules placed on hold may incur re-engagement or other re-work fees and may result in a change of consultant(s)

UKG will assess the time needed to implement the Service Request, as well as its impact on the project's delivery, and will quote the Service Request based on current rates. Service Requests are submitted through the UKG Community. UKG will perform the requested work once the Service Request has been completed and approved by the Customer. UKG will not be responsible for troubleshooting Subscription Service(s), interfaces, or hardware not provided by UKG.