



ORDER FORM

Quote#:
Expires: 30-SEP-2024
Sales Executive: House Account, Public Sector SMB

Order Type: Trial US
Date: 21-AUG-2024
Page: 1/2

Bill To: WILLIAMSON CNTY PAYROLL/BENFIT
710 MAIN STREET, SUITE 301
GEORGETOWN
TX 78626
United States
Solution ID: 6042053

Ship To: WILLIAMSON CNTY PAYROLL/BENFIT
710 MAIN STREET, SUITE 301
GEORGETOWN
TX 78626
United States

Contact:
Email:
Ship To Phone:

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

This order is for a trial loan of Software. The Trial Loan Period will be valid through 02/25/2025. Should Customer decide to keep any Software listed on this Order Form past such date, Customer and UKG will enter into an Order Form extending the trial period or in order to license such Software on a perpetual basis.

WORKFORCE TIMEKEEPER V8

This order is for a trial loan of Software. The Trial Loan Period will be valid through 6 months upon signature of the order. Should Customer decide to keep any Software listed on this Order Form past such date, Customer and UKG will enter into an Order Form extending the trial period or in order to license such Software on a perpetual basis.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE EMPLOYEE V8	30	
WORKFORCE ACCRUALS V8	30	
WORKFORCE INTEGRATION MANAGER V8	30	
WORKFORCE LEAVE V8	30	
WORKFORCE TIMEKEEPER V8	30	
Total Price		0.00

SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
Total Price		0.00

QUOTE SUMMARY

Description	Total Price
Subtotal	
Deposit	0.00
Tax	0.00
Grand Total	0.00





Quote#

Page: 2/2

WILLIAMSON CNTY PAYROLL/BENFIT

Signature: Valerie Corey

Name: Valerie Corey

Title: Presiding Officer

Effective Date: 9/24/24

UKG Kronos Systems LLC

DocuSigned by:
Signature: Debra Carriere

Name: Debra Carriere

Title: Principal Order Processing Analyst

Effective Date: 9/18/2024 | 3:13 PM EDT

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



UKG Kronos Systems LLC 900 Chelmsford Street Lowell, MA 01851

TRIAL LOAN AGREEMENT FOR KRONOS EQUIPMENT AND SOFTWARE - Rev. 08082011

This Trial Loan Agreement ("Agreement") shall be effective as of the date set forth below. This Agreement sets forth the terms and conditions governing the Kronos equipment ("Equipment"), and firmware and software (jointly referred to as "Software") to be provided by Kronos to Customer from time to time, on a temporary basis for evaluation purposes only. Hereinafter the Equipment and Software shall be jointly referred to as the "Kronos Property". Each separate loan of Kronos Property hereunder shall set be forth on an applicable Order Form which expressly references this Agreement (or is signed contemporaneously with this Agreement) and is executed by the undersigned customer ("Customer"). Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Notwithstanding the foregoing, any such termination shall not affect loans of Kronos Property outstanding on the termination date; the terms of this Agreement will continue to apply to any such Kronos Property through the end of their applicable Trial Periods.

The loan period for any loan of Kronos Property shall begin on the delivery date of such Kronos Property and end on the expiration date set forth on the applicable Order Form ("Trial Period"). Delivery terms are as stated on the applicable Order Form. Customer acknowledges that maintenance support, professional services and educational services in connection with the Kronos Property are not provided under this Agreement.

Kronos Property shall at all times be and remain the property of Kronos, despite any Equipment being affixed to Customer's facility or designated location ("Installation Site"). Customer shall not be allowed to move Kronos Property from the initial Installation Site without the advance written consent of Kronos. All Kronos Property will, at Customer's expense, be safely stored and will be kept free of all liens, claims, encumbrances and interests of third parties. Customer shall bear the risk of loss or damage to the Kronos Property and components thereof during the Trial Period. Kronos shall have the right, at all reasonable times, upon prior notice, to enter Customer's premises to inspect the Kronos Property loaned to Customer under this Agreement.

Kronos grants Customer a nonexclusive, royalty-free license to install and use the object code version of the Software for the Trial Period. Customer understands that Software is provided only for trial and temporary use and that such license shall expire at the end of the Trial Period. This License may also be terminated by Kronos at any time upon any breach of this Agreement by Customer. Title to and ownership of the trademarks, trade names and copyrights for the Kronos Property shall remain at all times with Kronos and Customer shall not acquire any right, title or interest therein, except the non-exclusive license provided for in this Agreement. This Agreement is not intended to, nor does it transfer any copyright rights in the Kronos Property to Customer. Unauthorized use and copying of such Software is prohibited by law, including United States and foreign copyright law. Customer may not export the Kronos Property without Kronos' advance written consent. Customer agrees that it may not sublicense or sublicense the Software to any third party, or otherwise permit use of the Software (including timesharing or networking use) by any third party. Customer shall have the right to merge the Software with other Software only to the extent necessary to test its functionality. Customer agrees that any data containing performance results of the Kronos Property shall be Kronos proprietary information and shall not be disclosed to any third party without the express prior written consent of Kronos. Customer shall have the right to use the Software in object code form only and may not reverse compile, disassemble or otherwise convert the Software into uncompiled or unassembled code.

At the end of the Trial Period, Customer shall either:

- (A) Should Customer decide to purchase the Kronos Property, (1) execute an Order Form for the purchase of the Kronos Property at the price specified on the applicable Kronos Property Order Form; (2) execute a Sales, Software License and Services Agreement if Customer does not have a then-current Sales, Software License and Services Agreement with Kronos; and (3) remit payment per the terms on the Order Form, or
- (B) Should Customer decide not to purchase the Kronos Property, (1) immediately return, at Customer's risk of loss and expense, the Kronos Equipment to Kronos in the same condition as originally received by Customer, reasonable wear and tear excepted; (2) to the extent necessary, grant Kronos access to Customer's system to uninstall the Software, and (3) delete all copies of the Software. Customer agrees to obtain a return authorization number from Kronos prior to the return of the Kronos Equipment.

If Customer fails to return the Equipment and delete the Software (or sign an Order Form to purchase the Kronos Property) within five (5) days following the expiration of the Trial Period, Kronos shall issue an invoice for all Kronos Property retained by Customer and Customer shall pay such invoice within thirty (30) days of receipt.

Kronos does not warrant or represent that any Kronos Property shall be made available to Customer and Customer is not under any obligation to license the Software or purchase the Equipment at the end of the Trial Period. Kronos makes no representations, and extends no warranties of any kind, either express or implied, including any warranty of merchantability or fitness for a particular purpose. Kronos assumes no responsibilities whatsoever with respect to the Kronos Property provided. IN NO EVENT WILL KRONOS BE LIABLE FOR ANY DAMAGES, INCLUDING LOST PROFITS OR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE KRONOS PROPERTY, WHETHER CLAIMED UNDER THIS AGREEMENT OR OTHERWISE.

This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof. No amendment(s) or modification(s) to it shall be effective or binding on either party unless such amendment(s) or modification(s) have been reduced to writing and signed by both parties. The invalidity or illegality of any provision of this Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect. Customer shall not assign this Agreement or the Kronos Property without the advance written consent of Kronos, and any purported assignment, without such consent, shall be void. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

DATED: Sep 24, 2024

CUSTOMER NAME: Valerie Covey

BY: *Valerie Covey*

NAME: Valerie Covey

TITLE: Presiding Officer

UKG KRONOS SYSTEMS, LLC

BY: *Debra Carriere*

NAME: Debra Carriere

TITLE: Principal Order Processing Analyst