



Order Form - Workforce Central SaaS for SMB

Quote #: 695497-1
 Expires: 3/25/2022
 Prepared By: Pieter Tulp

Order Type: Standard
 Date: 3/2/2022

Bill To: Attn: Jolene Coulter
City of Aurora
 44 East Downers Place
 Aurora, IL 60505-3302

Ship To: Attn: Jolene Coulter
City of Aurora
 44 East Downers Place
 Aurora, IL 60505-3302
 Email: exception@kronos.com
 FOB: Shipping Point
 Ship Method: FedEx Ground
 Freight Terms: Prepay & Add

Solution ID: 6009252
 Currency: US
 Customer PO #:
 Data Center: USA
 Executive Name:
 Executive Email:
 Program Manager Name:
 Program Manager Email:

Notes: The fees for the SaaS Services are invoiced 60 days prior to the Billing Start Date.

Initial Term: Five year
 Billing Start Date: 180 days from execution of Order Form
 Renewal Term: One Year
 Payment Terms: For Year One: 10% invoiced upon execution of contract; 10% invoiced just before system is ready to go live and then remaining implementation fees after system is delivered, implemented, and live per City standards; and then billed quarterly per usage. Invoices will be paid per the Illinois Local Government Prompt Payment Act (50 ILCS 505/1). Years 2-5: billed quarterly based on usage
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):
 Applications: Annual in Advance
 Professional Services: Fixed Fee

The Professional Services TSG SMB implementation guidelines are attached to this Order Form.

The Workforce TeleStaff bundle on this Order Form includes: Workforce TeleStaff Enterprise, Workforce TeleStaff Global Access, Workforce TeleStaff Institution Focus, and Workforce TeleStaff Contact Manager. The costs of any individual Application(s) included in the Workforce TeleStaff Bundle (i.e., Workforce TeleStaff Institution Focus) will be set forth on a mutually agreed upon Order Form based on Kronos' then current list price.

APPLICATIONS

Item	License/Qty	PEPM	Monthly Price
UKG Telestaff Enterprise Bundle v7.4+	680	\$8.00	\$5,440.00
Monthly Total:			\$5,440.00

A LA CARTE SERVICE OPTIONS - WF TELESTAFF

Item	Qty	Unit Price	Total Price
Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications)	2	\$10,700.00	\$21,400.00
3rd party imports (person and/or accrual)/exports (roster) using Kronos standard formats Assumption: Kronos will provide standard file formats for the import/export interfaces and the customer will be responsible to organize the data into the correct format.	3	\$428.00	\$1,284.00
Bidding (1 position or 1 vacation)	5	\$1,284.00	\$6,420.00
Total Price			\$29,104.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Item	Duration	Total Price
Implementation TSG SaaS SMB		\$26,750.00
Implementation TSG SaaS SMB A La Carte		\$29,104.00
KnowledgePass SaaS WFC SMB		Included
Training Points WFC SaaS SMB	2,750	Included
Total Price		\$55,854.00

SUMMARY

Item	Total Price
Monthly Application Fee	\$5,440.00
Total Monthly Service Fees:	\$5,440.00
Implementation TSG SaaS SMB	\$26,750.00
Implementation TSG SaaS SMB A La Carte	\$29,104.00
Total One Time Fees:	\$55,854.00

City of Aurora

By: _____
 Name: _____
 Title: _____
 Date: _____

Kronos Incorporated, A UKG Company

By: _____
 Name: _____
 Title: _____
 Date: _____



UKG Telestaff SMB Implementation Services Guideline

The following applies to all entitlements within UKG TeleStaff™ SaaS SMB implementations:

UKG Delivered Value	
<p>UKG TeleStaff Entitlement</p>	<p>UKG Paragon™ Implementation methodology: UKG SaaS SMB fixed scope, fixed duration, remote implementations follow our UKG Paragon methodology — an iterative, collaborative approach, driven by value and realized through collaboration. UKG Paragon is bolstered by tools, techniques, and UKG™ (Ultimate Kronos Group) process recommendations.</p> <p>Project Management services including:</p> <ul style="list-style-type: none"> • Creation and maintenance of an online project workspace, work plan, issues and risks management, status calls and reports. • UKG Project Manager will work with customer Project Manager to jointly run project. • Project Management includes transition to UKG Global Support after the first deployment go-live. <p>Implementation approach:</p> <ul style="list-style-type: none"> • UKG will conduct one remote assessment with your project team to create one solution design for your organization. • Your team will conduct one testing cycle to accept that solution, which UKG will support. • UKG will support one production cutover. <p>Technical Architecture: Two environments (1 Production, 1 Development)</p> <p>Training: Through KnowledgeMap/KnowledgePass, we provide training for your core team, and provide you with collateral and toolsets to train your end-users. UKG training curriculums can be reviewed on the UKG customer website.</p> <p>Rapid Implementation: UKG SaaS SMB fixed scope implementations are designed to deliver value quickly to your organization. Project timelines span up to 6 months. Implementation support for this time span is included in the package. Extended project timelines beyond 6 months must be supported with additional professional services agreed via change order.</p>

UKG TeleStaff Standard Services

UKG Delivered Value	
UKG TeleStaff Scope	<p>One-time data import of customer supplied person data in UKG format</p> <p>Leave Requests</p> <p>Shift Trades</p> <p>Accrual Management with a one-time data import of customer supplied accrual data in UKG format</p> <p>Event Deployment</p> <p>Signup Processes</p> <p>Overtime/Off Duty Scheduling Processes</p> <p>Minimum Staffing</p> <p>Fatigue Rules</p> <p>SMS Configuration (Text via Twilio)</p> <p>Bidding (see below)</p> <p>Standard Payroll Export</p> <p>Standard Reports</p> <p>Authentication (SSO/LDAP)</p> <p>One 8-hour remote consultant training session: Admin, Bid Admin, or Scheduler</p> <p>Standard integration with UKG timekeeping product</p> <p>One production cutover</p> <p>Assumptions:</p> <ul style="list-style-type: none"> • Includes 1 Institution: <ul style="list-style-type: none"> ○ Includes 1 unique business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications) ○ Includes 1 administrative schedule group with no staffing rules • Customer is responsible for data setup for: <ul style="list-style-type: none"> ○ Events ○ Assignment Templates • Bidding: <ul style="list-style-type: none"> ○ One type of award (i.e. one PTO Type/Assignment) is included

	<ul style="list-style-type: none"> ○ Includes one bidding group. A bidding group is defined as having a unique set of qualifying rules that determines the bid order. ○ The execution of the bid includes 1 bid, 1 win, and 1 award cycle. ○ Cloning of Bids is the customer's responsibility ○ Additional award types, bidding groups, execution steps, or cloning will require Additional Scoped Services to be defined
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UKG TeleStaff Value Added Services

The following value-added services are available for UKG TeleStaff SaaS SMB implementations for an additional fee and if identified on the Order Form. Refer to the UKG order form for a list of a la carte services included with your purchase.

UKG Delivered Value	
UKG TeleStaff	(#) Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications) Extra Duty Event Management Other Scoped Services

UKG WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Customer, the City of Aurora, an Illinois municipal corporation, and Kronos Incorporated, a UKG company (“UKG”) agree that the terms and conditions set forth below shall apply to the UKG supply of the commercially available version of the UKG Workforce Central SaaS Applications in UKG’s hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a UKG Order Form. The Applications described on the Order Form shall be delivered by means of Customer’s permitted access to the UKG infrastructure hosting such Applications.

UKG and Customer hereby further agree that UKG and/or its direct and indirect majority owned subsidiaries may enter into orders with Customer and/or its direct and indirect majority owned subsidiaries subject to the terms and conditions of this Agreement. By signing and entering into an Order Form that expressly references this Agreement, each such subsidiary of UKG and/or Customer will be deemed to have agreed to be bound by the terms and conditions of this Agreement and all references in this Agreement to “UKG” shall be references to the applicable UKG entity entering into the order, and all references in this Agreement to “Customer” shall be references to the applicable Customer entity entering into the order.

1. DEFINITIONS

“**Acceptable Use Policy**” means the UKG policy describing prohibited uses of the Services as further described at: <https://www.ukg.com/policies/acceptable-use>

“**Agreement**” means these terms and conditions and the Order Form(s).

“**Application(s)**” or “**SaaS Application(s)**” means those UKG software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“**Billing Start Date**” means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer’s then-existing Services shall be the date the applicable Order Form is executed by UKG and Customer.

“**Cloud Services**” means those services related to Customer’s cloud environment as further described at: <http://www.ukg.com/products/ukg-workforce-central-cloud/cloud-guidelines>

“**Confidential Information**” means any non-public information of a party or its Suppliers relating to such entity’s business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary or confidential to the disclosing party or its Suppliers. Confidential Information does not include “public records” as defined by the Illinois Freedom of Information Act (5 ILCS 140/1).

“**Customer Content**” means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

“**Documentation**” means user manuals published by UKG relating to the features and functionality of the Applications.

“**Equipment**” means the UKG equipment specified on an Order Form.

“**Implementation Services**” means those professional and educational services provided by UKG to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as “a la carte” services (supplemental fixed fee, fixed scope services) or “bill as you go” services (time and material services described in a Statement of Work), UKG will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services Implementation Detail set forth at: <https://www.ukg.com/ukg-wfc-saas-implementation-guideline-details-flat-fee>

“**Initial Term**” means the initial billing term of the Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. Customer may have access to the Services prior to the commencement of the Initial Term.

“**UKG KnowledgePass Content**”/“**UKG KnowledgePass Education Subscription**” have the meanings ascribed in Section 7.5.

“**Monthly Service Fee(s)**” means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

“**Order Form**” means an order form mutually agreed upon by UKG and Customer setting forth the items ordered by Customer and to be provided by UKG, including without limitation the prices and fees to be paid by Customer.

“Personally Identifiable Data” means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“Renewal Term” means the renewal billing term of the Services as indicated on the Order Form.

“Services” means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a UKG website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

“Statement of Work”, “SOW”, “Services Scope Statement” and **“SSS”** are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by UKG and Customer and set forth as “bill as you go” services on the Order Form.

“Supplier” means any contractor, subcontractor or licensor of UKG providing software, equipment and/or services to UKG which are incorporated into or otherwise related to the Services. UKG may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Services delivered by UKG under this Agreement.

“Term” means the Initial Term and any Renewal Terms thereafter.

“Training Points” has the meaning ascribed to it in Section 7.6 below.

2. TERM

2.1 Billing for the Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew each year for an additional Renewal Term until terminated in accordance with the provisions hereof.

2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within thirty (30) days after receipt of written notice.

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party’s reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

- (a)** Customer shall pay UKG within thirty (30) days of such termination, all fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by UKG, UKG shall refund Customer any pre-paid fees for Services not delivered by UKG;
- (b)** Customer’s right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;
- (c)** Customer agrees to timely return all UKG-provided materials related to the Services to UKG at Customer’s expense or, alternatively, destroy such materials and provide UKG with an officer’s certification of the destruction thereof; and
- (d)** All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, UKG shall have no further obligation to store or make available the Customer Content. UKG will delete Customer Content after Customer’s rights to access the Services and retrieve Customer Content have ended.

3. FEES AND PAYMENT

3.1 Customer shall pay UKG the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, UKG KnowledgePass Education Subscription and such other UKG offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form (**“Billing Frequency”**). If Customer and UKG have signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If UKG is providing Implementation Services in accordance with the Services Implementation Guideline or as “a la carte” services on the Order Form, UKG will invoice Customer for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other UKG offerings will be

invoiced upon execution of the applicable Order Form by UKG and Customer. Unless otherwise indicated on an Order Form, payment for all items shall be due in accordance with the terms of the Illinois Local Government Prompt Payment Act (50 ILCS 505/1). All payments shall be sent to the attention of UKG as specified on the invoice. Except as expressly set forth in this Agreement, all amounts paid to UKG are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by UKG hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on UKG's income or business privilege.

3.2 If any amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, UKG may, without limiting UKG's rights or remedies, suspend Services until such amounts are paid in full. UKG will provide at least seven (7) days prior written notice that Customer's account is overdue before suspending Services.

3.3 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, UKG may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, UKG will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, UKG hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and UKG KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of UKG and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement found at http://www.redhat.com/licenses/jboss_eula.html. Customer acknowledges that execution of separate third party agreements may be required in order for Customer to use certain add-on features or functionality, including without limitation tax filing services.

4.2 Customer acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Customer agrees not to use any other modules or features nor increase the number of employees and users unless Customer pays for such additional modules, features, employees or users, as the case may be. Customer may not license, relicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of UKG. No license, right, or interest in any UKG trademark, trade name, or service mark, or those of UKG's licensors or Suppliers, is granted hereunder.

4.3 Customer may authorize its third party contractors and consultants to access the Services through Customer's administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of UKG who provides workforce management services.

4.4 Customer acknowledges and agrees that, as between Customer and UKG, UKG retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.5 When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations. If the Services include the UKG Workforce Payroll Applications or UKG Workforce Absence Management Applications: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using

these Applications, (ii) using these Applications does not release Customer of any professional obligation concerning the preparation and review of any reports and documents, (iii) Customer does not rely upon UKG, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Services.

5.2 Customer represents and warrants to UKG that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to UKG that the Customer Content will comply with the Acceptable Use Policy.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy.

5.4 UKG may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, networking, internet access, third party services and related equipment and components); and (b) provide UKG and UKG's representatives with such physical or remote access to Customer's computer and network environment as UKG deems reasonably necessary in order for UKG to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for UKG to perform its obligations under the Agreement.

7. IMPLEMENTATION AND SUPPORT

7.1 *Implementation Services.* UKG will provide the Implementation Services to Customer. Implementation Services described in an SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guideline are provided on a flat fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guideline, UKG will create a change order for Customer's review and approval and any additional Implementation Services to be provided by UKG will be billed as delivered at the then-current UKG professional services rates. UKG's configuration of the Applications will be based on information and work flows that UKG obtains from Customer during the discovery portion of the implementation. Customer shall provide UKG with all necessary and accurate configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that UKG is required to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by UKG in accordance with the then-current standard UKG travel and expense policies, which UKG will provide to Customer upon request. UKG shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice. UKG's then-current Professional/Educational Services Policies shall apply to all Implementation Services provided by UKG and may be accessed at: <https://www.ukg.com/central-dimensions/agreement/ProfessionalandEducationalServicesPolicy> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

7.2 *Additional Services.* Customer may engage UKG to provide other services which may be fixed by activity ("a la carte") or provided on a time and materials basis ("bill as you go") as indicated on the applicable Order Form.

7.3 *Support.* UKG will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Customer may log questions online via the UKG Customer Portal. As part of such support, UKG will make updates to the Services available to Customer at no charge as such updates are released generally to UKG's customers. Customer agrees that UKG may install critical security patches and infrastructure updates automatically as part of the Services. UKG's then-current Support Services Policies shall apply to all Support Services provided by UKG and may be accessed at: <https://www.ukg.com/support-policies-and-services> ("Support

Policies”). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

7.4 Support Services for Equipment. Provided Customer has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):

(a) Customer may select, as indicated on an Order Form, an Equipment Support Services option offered by the local UKG entity responsible for supporting the Equipment if and as such offerings are available within the UKG territory corresponding to the Equipment’s location. UKG shall provide each Equipment Support Services offering as specified herein.

(i) Depot Exchange and Depot Repair. If Customer has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, Customer shall notify UKG of such failure and UKG will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by UKG to be Equipment related shall be dispatched to a UKG Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to UKG, as reasonably determined by UKG. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to UKG’s Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in UKG’s then-current Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

(ii) Depot Exchange. UKG will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of UKG’s choice. Replacement Equipment will be shipped for delivery to Customer’s location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the UKG provided RMA designating the applicable UKG Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from UKG, shall package the defective Equipment in the materials provided by UKG, with the RMA supplied and promptly return failed Equipment directly to UKG.

Depot Repair: Upon failure of installed Equipment, Customer shall install a Spare Product (as defined below) to replace the failed Equipment. Customer shall then return the failed Equipment, with the required RMA, to the applicable UKG Depot Repair Center. Customer shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Customer shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, UKG shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Customer. UKG shall ship the repaired Equipment by regular surface transportation to Customer.

(iii) Device Software Updates Only. If Customer has selected Device Software Equipment Support Services, Customer shall be entitled to receive:

(A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at UKG’s customer portal. Service packs for the Equipment are not installed by the UKG Depot Repair Center but are available for download at UKG’s customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with UKG.; and

(B) Access to the UKG Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

(b) *Warranty.* UKG warrants that all service packs and firmware updates provided under this Agreement shall perform in accordance with the UKG published specifications in all material respects for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer’s exclusive remedy shall be UKG’s repair or replacement of the deficient service pack(s) or firmware update(s), at UKG’s option, provided that Customer’s use, installation and maintenance thereof have conformed to the specifications.

(c) *Responsibilities of Customer.* It is Customer’s responsibility to purchase and retain, at Customer’s location and at Customer’s sole risk and expense, a sufficient number of spare products ("**Spare Products**") to allow Customer to replace failed Equipment at Customer’s locations in order for Customer to continue its operations while repairs are being performed and replacement Equipment is being shipped to Customer. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Customer agrees that it

shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to UKG in "batches" which shall result in a longer turnaround time to Customer. In addition, Customer agrees to:

- (i) Maintain the Equipment in an environment conforming to the UKG published specifications for such Equipment;
- (ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from UKG;
- (iii) De-install all failed Equipment and install all replacement Equipment in accordance with UKG's written installation guidelines;
- (iv) Ensure that the Equipment is returned to UKG properly packaged; and
- (v) Obtain an RMA before returning any Equipment to UKG and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Equipment authorized by UKG when issuing the RMA.

(d) *Delivery.* All domestic shipments within the United States are FOB Destination to/from Customer and UKG with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments from UKG to Customer are DAP (Incoterms 2010) to the applicable Customer location, and are DDP (Incoterms 2010) to the applicable UKG Depot Repair Center when Customer is shipping to UKG, and with title passing upon delivery to the identified destination. Customer is responsible for all duties and taxes when sending Equipment to UKG.

7.5 UKG KnowledgePass Education Subscription. When UKG KnowledgePass Education Subscription is purchased on an Order Form (i.e., not indicated as "Included" in the Monthly Service Fees), UKG will provide Customer with the UKG KnowledgePass Education Subscription for a period of one (1) year from execution of the Order Form. UKG will send Customer a renewal invoice for renewal of the UKG KnowledgePass Education Subscription, and the UKG KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the then-current term for the UKG KnowledgePass Education Subscription. The UKG KnowledgePass Education Subscription provides access to certain educational offerings provided by UKG (the "UKG KnowledgePass Content"). Customer recognizes and agrees that the UKG KnowledgePass Content is copyrighted by UKG. Customer is permitted to make copies of the UKG KnowledgePass Content provided in *.pdf form solely for Customer's internal use. Customer may not disclose such UKG KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the UKG KnowledgePass Content without the written consent of UKG, provided that Customer may download and modify contents of training kits solely for Customer's internal use.

7.6 Training Points. "Training Points" are points which are purchased by Customer that may be redeemed for an equivalent value of instructor-led training sessions offered by UKG. Training Points may be redeemed only during the Term but only prior to the date which is no more than twelve (12) months after the date of the Order Form pursuant to which the Training Points were acquired, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other UKG products or services.

7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Customer, Customer's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at:

<https://www.ukg.com/products/ukg-workforce-central-saas/training-guidelines>

Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

7.8 Technical Account Manager. Customers purchasing a UKG Technical Account Manager ("TAM") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("Technical Contacts") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through UKG training for the Applications covered under this Agreement at Customer's expense.

8. CUSTOMER CONTENT

Customer shall own all Customer Content. UKG acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. UKG and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Services and to ensure compliance

with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

9. EQUIPMENT

If Customer purchases or rents Equipment from UKG, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 Rented Equipment. The following terms apply only to Equipment Customer rents from UKG:

- (a) **Rental Term and Warranty Period.** The term of the Equipment rental and the “Warranty Period” for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- (b) **Insurance.** Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer’s obligations under the Agreement.
- (c) **Location/Replacement.** Customer shall not make any alterations or remove the Equipment from the place of original installation without UKG’s prior written consent. UKG shall have the right to enter Customer’s premises to inspect the Equipment during normal business hours. UKG reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- (d) **Ownership.** All Equipment shall remain the property of UKG. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment’s attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by UKG to give full effect to the intent of terms of this paragraph (d).
- (e) **Equipment Support.** UKG shall provide to Customer the Equipment support services described in Section 7.
- (f) **Return of Equipment.** Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer’s expense, the Equipment subject to this Section 9.1. Equipment will be returned to UKG in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from UKG, Customer shall pay UKG the then list price of the unreturned Equipment.

9.2 Purchased Equipment. The following terms apply only to Equipment Customer purchases from UKG:

- (a) **Title and Warranty Period.** When the Order Form indicates FOB – Shipping Point, title to the Equipment passes to Customer upon delivery to the carrier; for all other shipping terms, title passes upon delivery to Customer. The “**Warranty Period**” for the Equipment shall be for a period of 90 days from such delivery (unless otherwise required by law).
- (b) UKG shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one (1) year terms on the anniversary of its commencement date (“Renewal Date”), unless either party has given the other thirty (30) days written notification of its intent not to renew. UKG may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.
- (c) Customer’s use of Equipment containing finger scan sensor and/or facial recognition technology (“FS/FR Equipment”), Customer warrants that it is compliant and will maintain compliance with all applicable biometric privacy laws with respect to its use of FS/FR Equipment. If required by law, Customer further warrants that prior to using FS/FR Equipment it shall: (i) obtain signed releases from employees consenting to the use of the applicable FS/FR Equipment for employee timekeeping purposes; (ii) issue policies to their employees and the public regarding its retention and destruction of the finger scan or facial recognition data, and (iii) ensure that any releases, consents, or policies required by applicable law shall expressly apply to UKG, its affiliates, and its authorized subcontractors. CUSTOMER AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY UKG, ITS EMPLOYEES, DIRECTORS, PARENT, SUBSIDIARIES AND AUTHORIZED PARTNERS AND SUBCONTRACTORS (COLLECTIVELY, “UKG INDEMNITEES”) FOR ANY CLAIMS, DAMAGES, PENALTIES OR FINES ASSERTED OR AWARDED AGAINST A UKG INDEMNITEE ARISING OUT OF OR RELATING TO CUSTOMER’S BREACH OF ANY OF THE WARRANTIES IN THIS SECTION 9.3 WITH RESPECT TO FS/FR

EQUIPMENT. UPON RECEIPT OF NOTICE OF SUCH A CLAIM, CUSTOMER SHALL ASSUME SOLE CONTROL OF THE DEFENSE AND SETTLEMENT OF SUCH CLAIM; PROVIDED THAT: (I) UKG SHALL BE ENTITLED TO PARTICIPATE IN THE DEFENSE OF SUCH CLAIM AND TO EMPLOY COUNSEL AT ITS OWN EXPENSE TO ASSIST IN THE HANDLING OF SUCH CLAIM, ON A MONITORING AND A NON-CONTROLLING BASIS; (II) CUSTOMER SHALL NOT SETTLE ANY CLAIM ON ANY TERMS OR IN ANY MANNER THAT ADVERSELY AFFECTS THE RIGHTS OF UKG WITHOUT ITS PRIOR WRITTEN CONSENT; AND (III) UKG SHALL PROVIDE REASONABLE COOPERATION AND ASSISTANCE AT CUSTOMER'S SOLE COST AND EXPENSE.

10. SERVICE LEVEL AGREEMENT

UKG shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY UKG TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 UKG represents and warrants to Customer that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 UKG's sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to UKG's reasonable commercial efforts to correct the non-conforming Applications at no additional charge to Customer. In the event that UKG is unable to correct material deficiencies in the Services arising during the Warranty Period, after using UKG's commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. UKG's obligations hereunder for breach of warranty are conditioned upon Customer notifying UKG of the material breach in writing, and providing UKG with sufficient evidence of such non-conformity to enable UKG to reproduce or verify the same.

11.3 UKG warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be UKG's repair or replacement of the deficient Equipment, at UKG's option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any UKG components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by UKG.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, UKG HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT MAY OTHERWISE ARISE PURSUANT TO ANY STATUTE, CODE, COMMON LAW OR JUDICIAL DECISION. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12. DATA SECURITY AND PRIVACY

12.1 As part of the Services, UKG shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.ukg.com/products/ukg-workforce-central-cloud/cloud-guidelines>

12.2 As between Customer and UKG, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to UKG is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by UKG and UKG's Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for UKG to carry out UKG's duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to UKG of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on UKG as a result of provision of the Services. Customer will ensure that: (a) the transfer to UKG and storage of any Personally Identifiable Data by UKG or UKG's Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

12.4 UKG will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

12.5 Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by UKG to carry out processing activities on Customer Content on behalf of Customer can be found at: <https://www.ukg.com/ukg-workforce-central-cloud/subprocessors>

13. INDEMNIFICATION

13.1 UKG shall defend Customer and its respective elected and appointed officials, directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent, and UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of UKG's settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in UKG's opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, UKG, at UKG's option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 UKG shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than UKG; (b) use of the Applications other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by UKG, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to UKG or Suppliers, UKG's maximum liability will be to assign to Customer UKG's or Supplier's recovery rights with respect to such infringement claims, provided that UKG or UKG's Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, UKG AND ITS SUPPLIERS WILL NOT BE LIABLE FOR ANY DAMAGES OR INJURIES CAUSED BY THE USE OF THE SERVICES OR BY ANY ERRORS, DELAYS, INTERRUPTIONS IN TRANSMISSION, OR FAILURES OF THE SERVICES.

14.2 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF UKG OR UKG'S SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

14.3 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL UKG OR UKG'S SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER UKG OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.4 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM UKG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UKG DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable. Notwithstanding anything herein to the contrary, each party acknowledges and agrees that all trade secrets shall be safeguarded by a receiving party as required by this Agreement for so long as such information remains a trade secret pursuant to applicable law.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required: (a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a

need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

16. EXPORT

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain UKG's prior written consent before exporting the Equipment.

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois, and venue for any legal disputes shall be proper only in the Circuit Court of Kane County, Illinois. 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 the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the 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.

17.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of UKG and any purported assignment, without such consent, shall be void.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "**Force Majeure Event**").

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to UKG, to the UKG address on the Order Form, or if to Customer, to the billing address on the Order Form.

17.6 No action, regardless of form, may be brought by either party more than two (2) years after the cause of action has arisen.

17.7 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

17.8 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

17.9 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while UKG may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

17.10 Marketplace.City Provisions: Intergovernmental Pricing /"PIGGYBACKING" This Intergovernmental Pricing Program would be for the use of ANY TAXING BODY in The State of Illinois and the United States of America who should chose to be a part of this program wherever their location.

NOTE: The City of Aurora will not be involved in the contracting services by any other intergovernmental

unit (taxing body). The contracts, invoices or payments would be entirely between the other intergovernmental units and Vendor. The documents to handle joint purchases will be confirmed by the City of Aurora and Marketplace.city, INC (Marketplace.city), and then distributed to the other governmental units by Marketplace.city.

Marketplace.city Sourcing: The parties acknowledge that: (a) the services provided by Marketplace.city, were integral in facilitating the relationship between the parties in connection with this agreement; (b) for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Marketplace.city has fully earned, and is entitled to, a fee in an amount equal to seven percent (7%) of the gross purchase price of all goods/services purchased from UKG pursuant to this agreement (such fee, the "Marketplace Fee") to be paid directly by UKG (c) the Marketplace Fee will apply only to this contract and the specific term with the City of Aurora and purchases explicitly mentioned in it, not to any existing contracts or future contracts with UKG, (d) contemporaneously with the execution and delivery of each order of goods/services pursuant to this agreement and receipt of payment by the City of Aurora, UKG will pay the applicable Marketplace Fee, directly to Marketplace within 30 days of such receipt.

CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS FOR THE SERVICES. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF

CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER.

Customer
Dated:
By:
Name:
Title:

Kronos Incorporated
Dated:
By:
Name:
Title:

EXHIBIT A

SERVICE LEVEL AGREEMENT (SLA)

Service Level Agreement: The Services, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of UKG's Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Service Credit Calculation: If, due to an Outage, the Service does not maintain 99.75% Availability, Customer is entitled to a credit to Customer's monthly invoice for the affected month, such credit to be equivalent to 3% of Customer's Monthly Services Fees for every 1% of Availability below 99.75%, but in no event to exceed 100% of Customer's Monthly Services Fees.

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by UKG, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide UKG with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by UKG to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; UKG continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

1. Customer will choose one of the following time zones for their Maintenance Period:
 - a. United States Eastern Standard Time,
 - b. GMT/UTC,
 - c. Central European Time (CET) or
 - d. Australian Eastern Standard Time (AEST).
2. Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
3. UKG will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, excluding any customer requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.
4. Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.
5. Excluding any customer requested Application updates, UKG will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.
6. Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and UKG.

7. In absence of instruction from Customer, UKG will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

UKG anticipates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Customer downtime. If for any reason non-Customer Specific Maintenance requires downtime, UKG will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

“**Monthly Minutes (MM)**” means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

“**Total Minutes Not Available (TM)**” means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

UKG will provide Customer with an Application Availability report on a monthly basis for each prior calendar month. Within sixty (60) days of receipt of such report, Customer must request the applicable Service Credit by written notice to UKG. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on UKG records and data unless Customer can provide UKG with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that UKG manages its network traffic in part on the basis of Customer’s utilization of the Services and that changes in such utilization may impact UKG’ ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Services than what is contracted with UKG and such change creates a material and adverse impact on the traffic balance of the UKG network, as reasonably determined by UKG, the parties agree to co-operate, in good faith, to resolve the issue.

**ORDER FORM**

Quote#: Q-93667
 Expires: 25 Mar, 2022
 Sales Executive: House Account, Ultimate

Order Type: Quote
 Date: 02 Mar, 2022

Bill To Contact:

Bill To: CITY OF AURORA
 44 EAST DOWNERS PLACE
 AURORA, IL 60505-3302 USA

Ship To Contact: Jolene Coulter

Ship To: CITY OF AURORA
 44 EAST DOWNERS PLACE
 AURORA, IL 60505-3302 USA

Ship to Phone: (630) 256-3550
 Ship to Mobile:
 Contact: Jolene Coulter
 Email: coulterj@aurora.il.us

Currency: USD
 Customer PO Number:
 Solution ID: 6009252
 Initial Term: 60 months
 Billing Start Date: 180 Days from Execution of Order Form
 Data Center Location: USA

Shipping Terms: Shipping Point
 Ship Method:
 Freight Term: Prepay & Add
 Renewal Term: 12 months
 Payment Terms: Net 30 Days

Order Notes:

The Scope Statement attached to this Order Form is a summary of the Implementation Services to be provided by UKG for the Implementation Services Fees outlined in this Order Form and incorporated herein by reference.

SaaS Services

Billing Frequency: Annual in Advance

Product Name	Quantity	PEPM	Monthly Price
UKG DIMENSIONS TIMEKEEPING HOURLY	1,009	USD 4.00	USD 4,036.00
UKG DIMENSIONS ACCRUALS	1,009	USD 0.80	USD 807.20
UKG DIMENSIONS ANALYTICS	1,009	USD 0.80	USD 807.20
UKG DIMENSIONS TELESTAFF INTEGRATION	680	USD 0.00	USD 0.00
Total Price			USD 5,650.40

Fixed Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
UKG DIMENSIONS USER ADOPTION ASSESSMENT	Education Consultant	1	USD 2,568.00	USD 2,568.00



Item	Billing Role	Quantity	Unit Price	Total Price
UKG DIMENSIONS TRAIN THE TRAINER PACKAGE	Education Consultant	1	USD 2,568.00	USD 2,568.00
Total Price				USD 5,136.00

One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	USD 37,787.30

A La Carte Services

Billing Frequency: Billed 100% upon signature of the order form

Item	Billing Role	Quantity	Unit Price	Total Price
Solution Quality Assurance - Boot Camp	Grouped	1	USD 0.00	USD 0.00
Dimensions Project - Additional Separate Phased Go-lives	Grouped	3	USD 4,120.00	USD 12,360.00
Total Price				USD 12,360.00

Quote Summary

Item	Total Price
Total Monthly SaaS and Equipment Rental Fees	USD 5,650.40

Item	Total Price
Total Fixed Fees	USD 5,136.00

Item	Total Price
Total One Time Fees	USD 50,147.30

CITY OF AURORA

Kronos Incorporated

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with payment due, in accordance with the Payment Term set out in this Order Form. Unless otherwise indicated above, this order is subject to the relevant Kronos Terms and Conditions executed between the parties. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. Shipping and handling charges will be reflected on the final invoice. The Monthly Price on this Order Form has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order Form. Nonetheless, the actual price on your invoice is the true and binding total for this order for purposes of amounts owed for the term. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.



Scope Statement

Purpose and Overview of Scope Statement

This Scope Statement outlines the scope of services to be provided by Kronos for the Setup Fees indicated on the applicable Order Form, to CITY OF AURORA (“Customer”), related to the Core entitlements, Value-add entitlements, and/or Additional Services contained in this document. Our Professional Services engagements are designed to help our Customers successfully deploy Core entitlements, as well as easily layer Value-add entitlements and functionality over time based on your priorities, schedule, and resources.

The UKG Dimensions™ Scope Statement described herein is fixed scope based and is subject to the terms and conditions governing your UKG Dimensions Agreement (the “Agreement”). Unless otherwise defined herein, words and expressions defined in the Agreement shall have the same meaning in this Scope Statement.

UKG Dimensions Solution

CITY OF AURORA and Kronos are onboarding the following UKG Dimensions entitlements with:

Core Entitlement	On-boarding Type	Number of Employees
UKG Dimensions Timekeeping Hourly	Net New	1009
UKG Dimensions Accruals	Net New	1009
Value-add Entitlements	On-boarding Type	Number of Employees
UKG Dimensions Analytics	Net New	1009

CITY OF AURORA and Kronos Collaboration

A successful project requires close collaboration between CITY OF AURORA and Kronos. The Kronos Professional Services team is equipped to help keep you on target for meeting project milestones and requirements, as well as to assist you in configuring and deploying the UKG Dimensions solution in support of your organization’s business outcomes. Your organization’s participation and commitment to the project goals and timeline are critical to ensure success.

The Kronos onboarding process is driven by value and enabling business outcomes. This approach is focused on accelerated time to value using tools and techniques, such as industry and region-specific configuration, Kronos process recommendations, dynamic documentation, and accelerated testing processes. All project information is available online to allow project team members access to project status, contact information, issues log, test case tracking, training plan, etc. at any time.

The onboarding process will be completed in three iterative phases: Initiate, Collaborate, and Adopt. Please review the Kronos Paragon™ Overview for the project life cycle, roles & responsibilities in more detail in the following link: [Kronos Paragon Overview](#).

Project Overview

Project Management services include:

- Kronos Project Manager working with Customer Project Manager to jointly run the project.
- Transition to Kronos Global Support after the first deployment go-live.
- Maintain project workspace, work plan, issues and risks management, weekly status calls and reports.

Implementation:

- Fixed scope implementations are designed to deliver value quickly to your organization. Project timelines generally span 6-8 months depending on the number of entitlements selected. Onboarding support for these time spans are included in the scope. Extended project timelines requested by customers can be supported with additional professional services and will be agreed via change order.

Remote Implementation approach:

- Kronos will conduct one Solution Development Workshop with the customer project team to create one solution design for the customer's organization.
- The customer team will conduct one testing cycle to accept that solution, which Kronos will support.
- Kronos will support one production go-live with three additional rolling go-lives.

Deployed Solution:

- Two tenants (1 Production, 1 Non-Production) will be designed and deployed with entitlements. The Non-Production environment may be refreshed from Production to support testing and training activities. Onboarding work will deliver configured solutions that operate on all supported desktop and mobile client platforms.
- Kronos will deliver the integrations using the Dell Boomi™ UKG Dimensions Integration Platform. Integrations are based on predefined templates and are assumed to be low to medium complexity. Interfaces are scheduled via UKG Dimensions and transfers data via flat files (CSV) to the UKG Dimensions secure FTP (SFTP) environment.

Educational Services:

Effective training is the key to high user adoption rates. Training that results in self-sufficient administrators, managers, and employees increases the efficiency of use of the Application(s) and Customer's business processes.

Kronos' 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 the deployment methodology. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the system. The timing of this training is key. Kronos 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 (i.e. Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees.

Virtual Learning Environment Training

Kronos shall provide its live, hands-on classroom training, including a comprehensive agenda and facilitation by a trained and knowledgeable instructor, delivered to Customer's personnel via the Internet. Training is intended for the following audiences:

- Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.

- Application & System Administrator to prepare functional and technical super users to perform their most common tasks in the solution

Self-Paced Training

Kronos shall provide self-paced product training.

Note: Kronos also offers fee-based consulting services that are not included under the terms of the Training Services referenced above.

Education Services:

Qty	Service	Description
1	User Adoption Assessment	<p>A Kronos User Adoption Consultant will work with work with designated customer resources to ensure ongoing user adoption including:</p> <ul style="list-style-type: none"> • Evaluation of user adoption needs • User Adoption Action Plan • Adaptable change management and user training templates
1	Train the Trainer Package	<p>A Kronos Certified Instructor will work with designated customer training resources to support the delivery of user training utilizing a train the trainer approach including:</p> <ul style="list-style-type: none"> • Workshop focused on user training delivery for manager and employee roles with a Kronos User Adoption Consultant • Review of manager level course for 1-5 participants • Editable manager level course PowerPoint and participant guide (Manager Tasks and Outcomes course) • Standard hands-on captured exercises created in Adobe Captivate with the most common tasks for managers • Each Train the Trainer package purchased is for 1 workshop session

Core Deliverables

Working in close collaboration, CITY OF AURORA and Kronos will on-board the following core entitlements and functionality:

Core	Kronos Delivered Value
Timekeeping	<p>UKG Dimensions Timekeeping gets you started with the ability to accept punches and pay employees accurately through these core capabilities:</p> <ul style="list-style-type: none"> • Time capture and workflow automation • Adherence to policy through automated pay calculations • Automated time collection • Time-off balance tracking • Access to timekeeping information and self-service workflows • Visibility into labor tracking and accounting • Access to schedules • Mitigation of compliance risk • Proactive exceptions management <p>Scope assumptions:</p> <ul style="list-style-type: none"> • Employee Pay Groups

Core	Kronos Delivered Value
	<ul style="list-style-type: none"> • Up to 25 total Employee Pay Groups to be used across core entitlements noted in your UKG Dimensions Solution above. • Employee Pay Groups are a group of employees who are governed by a set of similar workforce management policy rules (e.g. overtime, shift premiums, holiday zones, etc.). • Up to 5 Collective Bargaining Agreements • User Personas and Roles <ul style="list-style-type: none"> • Up to 5 functional and data security Personas: <ul style="list-style-type: none"> • 1 payroll administrator role • 2 types of manager roles • 2 types of employee roles (e.g. "Payroll Admin", "Manager", "Salaried Employee", "Hourly Employee"). • We will also provide knowledge transfer to the customer team to configure additional Personas as you require them. • 2 Yes / No questions for employees to attest with workflows • Business Data Automation: One-time initial loads of business structure and labor categories to avoid manual and time-consuming entry tasks before go-live. • Standard integration templates: <ul style="list-style-type: none"> • Accrual Reset Import • Payroll Export that runs at the end of the pay period • Recurring person import for employee demographic data • Strategic Technical Advisor (STA) service included. The STA functions as the customer's single point of contact for technology related considerations. They will engage with the customer's technical teams and Kronos Technology Partners to assist with network infrastructure assessment, client access methods such as desktop, mobile, data collection devices and technology partner solutions. Additionally, the STA will advise, mentor and guide clients throughout solution implementation and adoption. The STA provides: <ul style="list-style-type: none"> • Technical readiness plan • Clock migration plan • Successful SSO deployment • Technical guidance & knowledge transfer
Accruals	<p>UKG Dimensions Accruals entitlement becomes the system of record for accruals and adds comprehensive accrual administration to UKG Dimensions Timekeeping by automatically enforcing your time-off policies with:</p> <ul style="list-style-type: none"> • Automated accruals policy • Access to timekeeping information and self-service workflows • Mitigation of compliance risk • Time-off balance tracking • Visibility into labor tracking and accounting <p>Scope assumptions:</p> <ul style="list-style-type: none"> • Up to 20 configurable accrual policies

Value-Add Deliverables

Once your core functionality is deployed, Kronos will work in close collaboration with CITY OF AURORA to deploy the following Value-Add entitlements and/or functionality over time in short, iterative, deployments aligned with your priorities, schedule, and resources.

Value-Add	Kronos Delivered Value
Analytics	<p>UKG Dimensions Analytics provides valuable insight to your workforce through the following capabilities:</p> <ul style="list-style-type: none"> • Empowering decision-makers with real-time labor analytics • Proactive exception managements • Visibility into labor tracking and accounting • Pay code analysis and mapping to KPI requirements <p>Scope assumptions:</p> <ul style="list-style-type: none"> • Deployment of industry best practice dataviews leveraging standard KPIs available in UKG Dimensions Analytics <ul style="list-style-type: none"> • Up to 20 dataviews • Up to 25 KPIs/metrics configuration • Up to 7 standardized report • Pay code analysis and mapping to KPI requirements <ul style="list-style-type: none"> • Up to 100 paycode mappings with up to 20 mapping categories

UKG Dimensions™ Agreement

This UKG Dimensions™ Agreement (the “Agreement”) governs the provision of UKG’s UKG Dimensions software as a service and other related offerings by Kronos Incorporated, a UKG company, and its Participating Entities (“UKG”) to Customer and its Participating Entities (“Customer”). Capitalized terms not defined within the text of the Agreement are defined in Exhibit E.

This Agreement consists of this execution page and the following exhibits, which are incorporated by reference, and which form an integral part of this Agreement:

Exhibit A: General Terms and Conditions

Attachment A-1: Equipment Purchase, Rental, and Support

Attachment A-2: Professional and Educational Services Policies

Attachment A-3: Service Level Agreement

Exhibit B: UKG Dimensions Cloud Guidelines:

<https://www.ukg.com/ukg-dimensions/agreement/cloud-guidelines>

Exhibit C: Acceptable Use Policy (AUP):

<https://www.ukg.com/policies/acceptable-use>

Exhibit D: AtomSphere Service and Boomi Software

Exhibit E: Definitions

The description of the type, quantity, and cost of the specific offerings being ordered by Customer will be described in an Order Form, that will be mutually agreed upon and signed by the Parties pursuant and subject to this Agreement. If Implementation Services are to be delivered by UKG, the Parties may need to execute a Statement of Work, which will set forth the scope, objectives and other business terms of the Implementation Services ordered with the Order Form.

This Agreement will serve as a master agreement for the Service and its related offerings. This Agreement contemplates that Participating Entities will enter into multiple Order Forms. This approach will allow the Parties to contract for additional or diverse products or services simply by signing a mutually agreeable Order Form and SOW, if applicable, without having to renegotiate or re-execute this Agreement. When Participating Entities enter into an Order Form, they are deemed to be “Customer” for purposes of this

Agreement for that Order Form. Similarly, the UKG entity that enters into an Order Form is deemed to be "UKG " for purposes of this Agreement for that Order Form.

Kronos Incorporated
Dated:
By:
Name:
Title:

Customer
Dated:
By:
Name:
Title:

Exhibit A: General Terms and Conditions

Article 1. Order Forms

1.1 The following commercial terms may appear on an Order Form:

- a. The Application(s) included in the Service, and the other offerings being ordered by Customer
- b. Billing Start Date (i.e., the date the PEPM Fees begin to accrue)
- c. Initial Term (i.e., the initial billing term of the Service commencing on the Billing Start Date)
- d. Renewal Term (i.e., the renewal billing term of the Service)
- e. Billing Frequency (i.e., the frequency for the invoicing of the PEPM Fees such as Annual in Advance or Monthly in Arrears)
 - i. "Annual in Advance" means payment is due on an annual basis with the invoice being issued upon execution of the Order Form.
 - ii. "Monthly in Arrears" (usually for Implementation Services) means payment is due on a monthly basis with the invoice being issued at the end of the month.
- f. Payment Terms (i.e., the amount of days in which Customer must pay a UKG invoice)
- g. Shipping Terms (i.e., FOB – Shipping Point, Prepay and Add)

1.2 The following Fees may appear on an Order Form:

- a. PEPM Fees for use of the Service, including PEPM Fees for Seasonal Licenses
- b. Implementation Services Fees (The Order Form will note if Implementation Services Fees are included in PEPM Fees.)
- c. Equipment Purchase Fees
- d. Equipment Rental Fees

1.3 UKG may also sell (or rent) Equipment to Customer, and provide related Equipment Support Services, if included on an Order Form. These offerings are subject to this Agreement and the terms and conditions set forth in Attachment A-1.

Article 2. Billing

2.1 UKG will invoice the Fees on the Billing Frequency indicated on the Order Form. For each Order Form, the billing period of the PEPM Fees will start on the Billing Start Date and will continue for the time period indicated as the Initial Term. Customer will pay the Fees on the Payment Terms and in the currency, indicated on the Order Form. Customer will send payment to the attention of UKG at the address indicated on the applicable invoice unless the Parties have made an alternative payment arrangement (such as credit card, wire transfer, ACH payment or otherwise). Unless expressly provided in this Agreement, Customer payments are non-refundable. Unless Customer has provided UKG with valid evidence of tax-exemption, Customer is responsible for all applicable Taxes related to the Service and other items set forth on the Order Form. Each Party is responsible to pay all costs and fees attributable to such Party pursuant to the Shipping Terms indicated on the Order Form.

2.2 At the expiration of the Initial Term, and at the expiration of each Renewal Term, the Service will automatically renew for a Renewal Term. For each Renewal Term, UKG may increase the PEPM Fees by no more than four percent (4%) over the previous year's PEPM Fees for the same Applications and the same licensed quantity. UKG will reflect these increased PEPM Fees in the applicable invoice for each Renewal Term. For renewals based on the Annual in Advance Billing Frequency, UKG will provide

Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

2.3 UKG will provide the Service to Customer during the entire Initial Term and each Renewal Term. Customer will pay for the Service for the entire Initial Term and each Renewal Term.

Article 3. Additional Services

Section 3.1 Implementation and Professional Services

3.1.1 Implementation Services are described in a SOW that the Parties will sign or reference on a signed Order Form. These SOWs are subject to this Agreement. Implementation Services are invoiced monthly as delivered, except if otherwise indicated on an Order Form. Each Party will perform their respective obligations as outlined in a signed SOW.

3.1.2 While Customer may configure the Applications itself, as part of the Implementation Services as described in an SOW, UKG may also configure the Applications. UKG will configure the Applications based on Customer's instructions and direction. Customer is solely responsible for ensuring that the Configurations comply with Applicable Law.

3.1.3 UKG may also provide Professional Services to Customer that do not require an SOW but which will be as set forth on an Order Form.

3.1.4 UKG may also provide ala carte educational consulting services as Implementation Services or Professional Services as described in an SOW or Order Form.

3.1.5 The UKG policies set forth in Attachment A-2 shall apply to all Implementation Services and Professional Services provided by UKG. In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

Section 3.2 Educational Services

3.2.1 As part of the PEPM Fees UKG will provide its live, hands-on virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule. Training is intended for the following audiences:

- a. Core Team training to help key functional and technical users make informed solution design and configuration decisions, and to provide fundamental product knowledge.
- b. Application & System Administrator to prepare functional and technical super users to perform their most common tasks in the solution.

3.2.2 As part of the PEPM Fees UKG shall also provide self-paced product training.

3.2.3 UKG also offers fee-based consulting services that are not included under the terms of the Educational Services referenced above.

Section 3.3 Support Services

3.3.1 Support Services for the Services will be provided and include (i) customer phone, email and online support 24 hours a day/7 days a week and (ii) periodic enhancements and modifications to the Applications, including bug fixes to correct verifiable and reproducible errors reported to UKG.

Article 4. Service Level Agreement

UKG offers the Service Level Agreement and associated SLA Credits as described in Attachment A-3. The SLA Credits are Customer's sole and exclusive remedy in the event of any Outage. UKG remains obligated to provide the Service as otherwise described in this Agreement.

Article 5. Data, Confidentiality, Security and Privacy

Section 5.1 Data

5.1.1 Customer owns Customer Data. Customer is solely responsible for Customer Data, including ensuring that Customer Data complies with the Acceptable Use Policy and Applicable Law. Customer is solely responsible for any Claims that may arise out of or relating to Customer Data.

5.1.2 **"Aggregated Data"** is any statistical data that is derived from the operation of the Service, including without limitation, for analysis of the Service, Configurations or Customer Data, and is created by UKG in response to specified queries for a set point in time; including without limitation aggregation, metrics, trend data, correlations, benchmarking, determining best practices, the number and types of transactions, configurations, records, reports processed in the Service, and the performance results for the Service. UKG owns the Aggregated Data. Nothing in this Agreement will prohibit UKG from utilizing the Aggregated Data for any purposes, provided that UKG's use of Aggregated Data will anonymize Customer Data, will not reveal any Customer Confidential Information, and will not reveal any Personally Identifiable Information.

Section 5.2 Confidentiality

Each Party will treat the Confidential Information of the other Party with a reasonable standard of care commensurate with the sensitivity of such Confidential Information and as further described in this Agreement. Each Party will only use the Confidential Information of the other Party for the purposes of fulfilling its obligations under this Agreement and as reasonably necessary to provide the Service. UKG agrees that it will not use any such Confidential Information for marketing or other commercial purposes. Confidential Information may be shared with and disclosed to (i) any subsidiary or affiliate of each of the Parties, or (ii) any court or governmental agency of competent jurisdiction, 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 discloser has an opportunity to contest any disclosure required by a legal process). Either Party may seek injunctive relief to preserve its rights under this section without the requirement to post a bond.

Section 5.3 Security and Privacy

5.3.1 UKG will maintain the Controls throughout the Term.

5.3.2 Each Party will comply with all Applicable Laws, including, without limitation, Data Protection Laws.

5.3.3 UKG employees will access Customer Data from the locations from which such employees work. Customer consents to UKG's handling, collection, use, transfer, and processing of Customer Data to provide the Service. As may be required by Applicable Law, Customer will ensure that Customer Data may be provided to UKG for the purposes of providing the Service. Customer has obtained all necessary consents from individuals to enable UKG to use the Customer Data to provide the Service. As may be contemplated by the applicable Data Protection Laws, Customer will remain the "controller" of Customer Data and UKG will be considered a "processor" of Customer Data.

5.3.4 UKG will notify Customer in accordance with Applicable Law upon becoming aware of an unauthorized access of Customer Data. To the extent reasonably possible, such a notification will include, at a minimum (i) a description of the breach, (ii) the information that may have been obtained as a result of the breach, and (iii) the corrective action UKG is taking in response to the breach.

5.3.5 Consent to Use Sub-processors. Customer agrees that UKG may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are currently engaged by UKG to carry out processing activities on Customer Data on behalf of Customer can be found at: www.ukg.com/ukg-dimensions/agreement/subprocessors

5.3.6 Customer hereby authorizes the engagement as sub-processors of all entities set forth in such list. Customer further generally authorizes the engagement as sub-processors of any other third parties engaged by UKG for such purposes. The foregoing authorizations will constitute Customer's prior written consent to the subcontracting by UKG of the processing of Customer Data if such consent is required under Applicable Laws.

5.3.7 At least 30 days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, UKG will update the applicable website and provide Customer with a mechanism to obtain notice of that update. Customer may object to any such new sub-processor by terminating the Agreement upon written notice to UKG, such written notice to be provided within 60 days of being informed of the engagement of the sub-processor. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.

5.3.8 Sub-processor Obligations. When engaging any sub-processor:

- a. UKG will enter into a written agreement with the sub-processor;
- b. UKG will endeavor to ensure that the sub-processor provides sufficient guarantees to implement appropriate technical and organizational measures to meet the requirements of applicable Data Protection Laws; and,
- c. UKG will remain responsible for the performance of the sub-processor's data protection obligations pursuant to such written agreement and the requirements of applicable Data Protection Laws.

Article 6. Warranty

UKG warrants that the Service will be provided in a professional and workmanlike manner. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UKG DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND

FITNESS FOR A PARTICULAR PURPOSE. If Customer informs UKG in writing that there is a material deficiency in the Service which is making this warranty untrue, UKG will use its reasonable commercial efforts to correct the non-conforming Service at no additional charge, and if UKG is unable to do so within a reasonable period of time, Customer may terminate the then remaining Term of the Agreement, which will be Customer's sole and exclusive remedy. Customer agrees to provide UKG with reasonable information and assistance to enable UKG to reproduce or verify the non-conforming aspect of the Service.

Article 7. License

Section 7.1 Technology License

7.1.1 As part of the Service, UKG will provide Customer access to and use of the Technology, including the Applications. UKG hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use the Service, including the Technology, during the Term and for internal business purposes only. Customer acknowledges and agrees that the right to use the Service, including Seasonal Licenses when included on the Order Form, is limited based upon the number of Authorized Users, and Customer's payment of the corresponding PEPM Fees. Customer agrees to use the Applications only for the number of employees stated on the total of all Order Forms for the applicable Applications. Customer agrees not to use any other Application nor increase the number of employees using an Application unless Customer enters into an additional Order Form that will permit the Customer to have additional Authorized Users.

7.1.2 UKG owns all title or possesses all intellectual property rights in and to the Technology used in delivering the Service. Customer has a right to use this Technology and to receive the Service subject to this Agreement. No other use of the Technology is permitted. Customer is specifically prohibited from reverse engineering, disassembling or decompiling the Technology, or otherwise attempting to derive the source code of the Technology. Customer cannot contact third party licensors or suppliers for direct support of the Technology. No license, right, or interest in any UKG trademark, trade name, or service mark, or those of any third party supplying Technology as part of the Service, is granted hereunder.

7.1.3 Customer shall be responsible for securing, paying for, and maintaining connectivity to the Services, including any and all related hardware, software, third party services and related equipment and components for such connectivity.

Article 8. Scope and Authority

8.1 Participating Entities may order the Service and other related offerings from UKG by signing an Order Form contemporaneously with this Agreement, or in the future by signing an Order Form specifically referencing this Agreement. Only the Parties entering into a particular Order Form will be responsible under this Agreement for the items on that Order Form.

8.2 The person signing this Agreement on behalf of UKG and on behalf of Customer represent that they are lawfully able to enter into contracts and are authorized to sign this Agreement and bind the entity on whose behalf they are entering into this Agreement. By signing an Order Form, each person signing such Order Form represents that they are lawfully able to enter into contracts and are authorized to sign the Order Form and bind the Participating Entity on whose behalf they are signing the Order Form.

8.3 Authorized Users may access the Service on Customer's behalf, and Customer will be responsible for all actions taken by its Authorized Users. Customer will make sure that Authorized Users comply with Customer's obligations under this Agreement. Unless UKG breaches its obligations under this Agreement, UKG is not responsible for unauthorized access to Customer's account, nor activities undertaken with Customer's login credentials, nor by Customer's Authorized Users. Customer should contact UKG immediately if Customer believes an unauthorized person is using Customer's account or that Customer's account information has been compromised.

8.4 Use of the Service includes the ability to enter into agreements and/or to make transactions electronically. This feature of the Service is referred to as the "Marketplace". The use of the Marketplace can be configured, and Customer may disable use of the Marketplace by some or all of its Authorized Users. CUSTOMER ACKNOWLEDGES THAT WHEN AN AUTHORIZED USER INDICATES ACCEPTANCE OF AN AGREEMENT AND/OR TRANSACTION ELECTRONICALLY WITHIN THE MARKETPLACE, THAT ACCEPTANCE WILL CONSTITUTE CUSTOMER'S LEGAL AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. THIS ACKNOWLEDGEMENT THAT CUSTOMER INTENDS TO BE BOUND BY SUCH ELECTRONIC ACCEPTANCE APPLIES TO ALL AGREEMENTS AND TRANSACTIONS CUSTOMER ENTERS INTO THROUGH THE SERVICE, SUCH AS ORDERS, CONTRACTS, STATEMENTS OF WORK, AND NOTICES OF CANCELLATION.

Article 9. Suspension

9.1 UKG may suspend the Service if any amount that Customer owes UKG is more than thirty (30) days overdue. UKG will provide Customer with at least seven (7) days prior written notice that the Customer's account is overdue before UKG suspends the Service. Upon payment in full of all overdue amounts, UKG will immediately restore the Service.

9.2 Customer is responsible for complying with the AUP. UKG and its third party cloud service provider reserve the right to review Customer's use of the Service and Customer Data for AUP compliance and enforcement. If UKG discovers an AUP violation, and UKG reasonably determines that UKG must take immediate action to prevent further harm, UKG may suspend Customer's use of the Service immediately without notice. UKG will contact Customer when UKG suspends the Service to discuss how the violation may be remedied, so that the Service may be restored as soon as possible. If UKG does not reasonably believe it needs to take immediate action, UKG will notify Customer of the AUP violation. Even if UKG doesn't notify Customer or suspend the Service, Customer remains responsible for any such AUP violation. UKG will restore the Service once the AUP violation is cured or as both Parties may agree.

Article 10. Termination

Section 10.1. Types of Termination

10.1.1 Non-renewal. Either Party may terminate the Service upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Term. Customer may terminate Seasonal Licenses upon at least sixty (60) days prior written notice to be effective at the expiration of the then current Term.

10.1.2 For Cause. Either Party may terminate the Service and this Agreement 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 the date such Party is notified by the other Party of such default.

10.1.3 For Bankruptcy. If either Party: (i) becomes insolvent, (ii) makes a general assignment for the benefit of our creditors, (iii) is adjudicated as bankrupt or insolvent, or (iv) has a proceeding commenced against it under applicable bankruptcy laws, the other Party may ask for a written assurance of future performance of a Party's obligations under this Agreement. If an assurance that provides reasonable evidence of future performance is not provided within ten (10) business days of a written request, the requesting Party may immediately terminate this Agreement upon written notice.

Section 10.2 Effects of Termination

If the Agreement is terminated for any reason:

- a. All Fees will be paid by Customer for amounts owed through the effective date of termination.
- b. Any Fees paid 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.
- c. Customer's right to use the Service will end as of the effective date of termination. Notwithstanding such termination, Customer will have thirty (30) days after the effective date of termination to access the Service for purposes of retrieving Customer Data through tools provided by UKG that will enable Customer to so extract Customer Data. If Customer requires a longer period of access to the Service after termination to retrieve Customer Data, such access will be subject to additional Fees. Extended access and use of the Services will be subject to the terms of this Agreement.
- d. UKG will delete Customer Data after Customer's rights to access the Service and retrieve Customer Data have ended. 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. Final deletion of Customer Data will be completed when the last backup that contained Customer Data is overwritten.
- e. 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.
- f. 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 will so survive.

Article 11. Indemnification

11.1 UKG will defend the Customer Indemnified Parties, from and against any and all Claims alleging that the permitted uses of the Service, Technology or Applications infringe or misappropriate any legitimate copyright or patent. UKG will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including, without limitation, reasonable attorneys' fees) actually awarded to a third party by a court of applicable jurisdiction as a result of such Claim, or as a result of UKG's settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Service by reason of infringement or misappropriation of any such copyright or patent, or if in UKG's opinion, the Service 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 Service as provided in the Agreement, or (b) replace or modify the Service so that the Service becomes non-infringing but remains substantively similar to the affected Service. Should neither (a) nor (b) be commercially reasonable, either Party may terminate the Agreement and the rights granted hereunder, at which time UKG will provide a refund to Customer of the PEPM Fees paid by Customer for the infringing elements of the Service covering the period of their unavailability.

11.2 UKG will have no liability to indemnify or defend Customer to the extent the alleged infringement or misappropriation is based on: (a) a modification of the Service undertaken by anyone other than UKG , or not undertaken at UKG's direction and in accordance with such direction; (b) use of the Service other than as authorized by this Agreement; or (c) use of the Service in conjunction with any equipment, service or software not provided by UKG, where the Service would not otherwise infringe, misappropriate or otherwise become the subject of the Claim.

11.3 The Indemnified Party will provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party will be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party will have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party will not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other Party. The Indemnified Parties will cooperate fully (at the indemnifying party's request and expense) with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

Article 12. Extent and Limitations of Liability

12.1 EXCEPT FOR UKG'S INDEMNIFICATION OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF UKG TO CUSTOMER OR TO ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO ACTUAL AND DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY UKG FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES.

12.2 **NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES.** NEITHER PARTY WILL BE LIABLE FOR THE COST OF ACQUIRING SUBSTITUTE OR REPLACEMENT SERVICES. NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR IMPUTED PROFITS OR REVENUES OR LOST DATA RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICE OR THIS AGREEMENT. THESE LIMITATIONS APPLY FOR ANY REASON, REGARDLESS OF ANY LEGAL THEORY AND FOR WHATEVER

REASON LIABILITY IS ASSERTED. THIS IS TRUE EVEN IF UKG AND CUSTOMER HAVE TOLD EACH OTHER THAT EITHER ONE IS CONCERNED ABOUT A PARTICULAR TYPE OF LIABILITY.

Article 13. Changes

The information found in any Exhibit (or at any URL referenced in this Agreement) may change over the Term. Any such change will be effective as of the start of the next Renewal Term after such change is announced or published by UKG, and notice to Customer.

Article 14. Feedback

From time to time, Customer may provide Feedback. UKG has sole discretion to determine whether or not to undertake the development of any enhancements, new features or functionality contained in or with Feedback. Customer hereby grants UKG a royalty-free, fully paid up, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, distribute, transmit, display, perform, create derivative works of and otherwise fully exercise and commercially exploit the Feedback for any purpose in connection with UKG's business without any compensation to Customer or any other restriction or obligation, whether based on intellectual property right claim or otherwise. For the avoidance of doubt, no Feedback will be deemed to be Customer Confidential Information, and nothing in this Agreement limits UKG's right to independently use, develop, evaluate, or market products or services, whether incorporating Feedback or otherwise.

Article 15. General

15.1 This Agreement is governed by and is to be interpreted in accordance with the laws of the state of Illinois, and venue for any legal disputes shall be proper only in the Circuit Court of Kane County, Illinois. Each Party waives 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 the Agreement and waives and "opts out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar laws as may have been adopted.

15.2 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.

15.3 Neither party may assign this Agreement without the other's prior written consent.

15.4 If there is some unforeseen event reasonably beyond the control of each of the Parties, such as acts of war, terrorism, or uprising, or acts of nature like earthquakes or floods, or civil unrest like embargoes, riots, sabotage or labor shortages, or changes in laws or regulations, or the failure of the internet or communications via common networks, or a power 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. The affected Party will use reasonable efforts to mitigate the impact of the Force Majeure on the other Party. UKG is still obligated to provide the disaster recovery portion of the Service if UKG's performance of those disaster recovery services is not also prevented by the Force Majeure.

15.5 When either Party needs to provide official notification under this Agreement, those notices will be in writing and considered delivered upon actual receipt to the addresses stated on the relevant Order Form or as otherwise communicated in writing to each other. Each Party agrees that an e-signature (or a

facsimile signature by the authorized representative) is evidence of acceptance of a valid and enforceable agreement.

15.6 No third party beneficiaries exist under this Agreement.

15.7 This Agreement (and any information in any referenced Exhibit or at any referenced URL or specifically incorporated by reference) along with the corresponding Order Form constitutes the entire agreement between the Parties pertaining to each Order Form. This Agreement supersedes all prior and contemporaneous representations, negotiations or communications between the Parties relating to its subject matter. Except as otherwise provided in this Agreement, this Agreement may only be amended in writing signed by each of the Parties. If Customer uses its own purchase order as an Order Form, no pre-printed terms of that purchase order shall apply to the items ordered, and any reference to a UKG quote number or order number shall be deemed to incorporate that UKG quote or order form into Customer's purchase order.

Attachment A-1: Equipment Purchase, Rental, and Support:

<https://www.ukg.com/equipment-purchase-rental-support>

Attachment A-2: Professional and Educational Services Policies:

<https://www.ukg.com/central-dimensions/agreement/ProfessionalandEducationalServicesPolicy>

Attachment A-3: Service Level Agreement:

<https://www.ukg.com/ukg-dimensions/agreement/service-level-agreement>

Exhibit D: AtomSphere Service and Boomi Software

As part of the Service, Customer has the right to access and use the Boomi AtomSphere Service and a non-exclusive, non-transferable and non-sublicensable license to use the associated Boomi Software as part of the Boomi AtomSphere Service. Customer may use the Boomi AtomSphere Service and the Boomi Software only to create integrations to and from the Service. If the Agreement terminates, Customer's rights to access the Boomi AtomSphere Service and the Boomi Software also terminates.

Customer understands and agrees that the AtomSphere Service and the Boomi Software may work in conjunction with third party products and Customer agrees to be responsible for ensuring that it is properly licensed to use such third party products. Customer further understands and agrees that (i) the AtomSphere Service and the Boomi Software are protected by copyright and other intellectual property laws and treaties, (ii) Dell, its Affiliates and/or its suppliers own the copyright, and other intellectual property rights in the AtomSphere Service and Boomi Software, (iii) the Boomi Software is licensed, and not sold, (iv) this Agreement does not grant Customer any rights to Dell's trademarks or service marks, and (v) with respect to the AtomSphere Service and Boomi Software, Dell reserves any and all rights, implied or otherwise, which are not expressly granted to Customer in this Agreement.

Customer may, at its discretion, store other data on the systems to which it is provided access in connection with its use of the AtomSphere Service (the "Hosted Environment"). Customer is solely responsible for collecting, inputting and updating all Customer data stored in the Hosted Environment, and for ensuring that Customer complies with the Acceptable Use Policy with respect to the AtomSphere Service and Boomi Software. Customer agrees that such data may be accessed and used by Dell and its representatives worldwide as may be needed to support Dell's standard business operations with respect to the AtomSphere Service and Boomi Software. Customer agrees that data consisting of Customer contact information (e.g., email addresses, names) provided as part of Maintenance AtomSphere Services may be sent to Dell's third party service providers as part of Dell's services improvement processes.

In connection with the use of the Hosted Environment and the AtomSphere Service, Customer may not (i) attempt to use or gain unauthorized access to Dell's or to any third-party's networks or equipment; (ii) permit other individuals or entities to copy the Boomi Software; nor (iii) provide unauthorized access to or use of any Boomi Software or the associated access credentials. Customer shall cooperate with Dell's reasonable investigation of Hosted Environment outages, security issues, and any suspected breach of this Section.

Exhibit E: Definitions

“Acceptable Use Policy” and **“AUP”** are interchangeable terms referring to the UKG policy describing prohibited uses of the Service as further described in Exhibit C.

“Applicable Law(s)” means any applicable provisions of all laws, codes, legislative acts, regulations, ordinances, rules, rules of court, and orders which govern the Party’s respective business.

“Authorized User” means any individual or entity that directly (or through another Authorized User) accesses or uses the Service with any login credentials or passwords Customer uses to access the Service.

“Application(s)” means those UKG Dimensions software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“Boomi AtomSphere Service” means the third-party service for the creation of integrations by Customer as further described in Exhibit D, which the Customer and Customer’s Authorized Users have the right to access through the Service.

“Boomi Software” means the third-party proprietary software associated with the Boomi AtomSphere Service as further described in Exhibit D.

“Claim(s)” means any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party.

“Confidential Information” is any non-public information relating to each of Customer’s and UKG’s businesses and those of UKG’s Technology suppliers that is disclosed pursuant to this Agreement and which reasonably should have been understood by the recipient of such information to be confidential because of (i) legends or other markings, (ii) the circumstances of the disclosure, or (iii) the nature of the information itself. Information will not be considered “Confidential Information” if the information was (i) in the public domain without any breach of this Agreement; (ii) disclosed to the Receiving Party on a non-confidential basis from a source which is 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; or (iii) released in writing from confidential treatment by Delivering Party; or (iv) required to be disclosed 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 Delivering Party. Confidential Information does not include “public records” as defined by the Illinois Freedom of Information Act (5 ILCS 140/1).

“Configuration(s)” means the Customer specific settings of the parameters within the Applications(s), including pay and work rules, security settings such as log-in credentials, passwords, and private keys used to access the Service.

“Controls” means the administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Data, designed and implemented by UKG to secure Customer Data against accidental or unlawful loss, access or disclosure consistent with the AICPA Trust Principles Criteria for security, availability, confidentiality and processing integrity (SOC 2).

“Customer Data” means all content Customer, or its Authorized Users, posts or otherwise inputs into the Service, including but not limited to information, data (such as payroll data, vacation time, hours worked or other data elements associated with an Authorized User), text, multimedia images (e.g. graphics, audio and video files), or compilations.

“Customer Indemnified Party(ies)” means Customer and Customer’s respective directors, officers, and employees.

“Data Protection Law(s)” means all international, federal, state, and local laws, rules, regulations, directives and published governmental or regulatory decisions that specify data privacy, data protection or data security obligations, and which, in each case, have the force of law applicable to a Party’s collection, use, processing, storage, or disclosure of Personally Identifiable Information.

“Documentation” means the published specifications for the applicable Applications and Equipment, such as user manuals and administrator guides.

“Educational Services” means the services described in Section 3.2 (Educational Services), including but not limited to (i) UKG KnowledgeMap Learning Portal; (ii) UKG KnowledgeMap Live; and (iii) ala carte educational consulting services.

“Equipment” means UKG equipment such as time clocks, devices, or other equipment set forth on an Order Form.

“Equipment Support Services” means the maintenance and support services related to UKG’s support of Equipment as further described in Attachment A-1.

“Feedback” means suggestions, ideas, comments, know how, techniques or other information provided to UKG for enhancements or improvements, new features or functionality or other feedback with respect to the Service.

“Fees” means the charges to be paid by Customer for a particular item.

“Implementation Services” means those professional services provided by UKG to set up the cloud environment and to setup the Configurations within the Applications, as set forth in an SOW.

“UKG KnowledgeMap™” means the online educational portal providing access to learning resources.

“UKG KnowledgeMap™ Live” means the service providing instructor led training by user role on a rotating course schedule.

“UKG Indemnified Party(ies)” means UKG and its third-party Technology suppliers and each of their respective directors, officers, employees, agents and independent contractors.

“Order Form” means an order form mutually agreed upon by UKG and Customer setting forth, among other things, the items ordered by Customer and to be provided by UKG and the Fees to be paid by Customer.

“Participating Entity(ies)” means those UKG or Customer entities that (i) directly or indirectly control, are controlled by, or are under common control with UKG or Customer, respectively and (ii) sign an Order

Form for the Service. “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, voting trust or otherwise.

“**Party(ies)**” means UKG or Customer, or both of them, as the context dictates.

“**PEPM**” means the per employee per month fee for a Customer’s Authorized Users access to the Service.

“**Personally Identifiable Information**” means information concerning individually identifiable employees of Customer that is protected against disclosure under Applicable Data Protection Law.

“**Professional Services**” means the professional, consulting, or training services provided by UKG pursuant to an Order Form and which are not described in a Statement of Work.

“**Seasonal Licenses**” are limited use licenses that have the following attributes: (i) valid only for the four (4) consecutive months during the annual period identified on the Order Form; (ii) valid from the first day of the month in which they commence until the end on the last day of the month in which they expire; and (iii) will be effective automatically each year during the Term, subject to termination and non-renewal as provided in the Agreement.

“**Service**” means the UKG supply of the commercially available version of the UKG Dimensions SaaS Applications in UKG’s hosted environment and the services described in the Agreement related thereto.

“**Statement of Work**” and “**SOW**” are interchangeable terms referring to a written description of the Implementation Services.

“**Taxes**” means all applicable taxes relating to the goods and services provided by UKG hereunder, including all duties and country, federal, state, provincial or local taxes (including GST or VAT if applicable) but excluding taxes on UKG’s income or business privilege.

“**Technology**” means the intellectual property of UKG within the Service, including but not limited to the Applications.

“**Term**” means the Initial Term and any Renewal Terms.