UKG

Quote#: Q-183561
Expires: 24 Aug, 2023
Sales Executive: Richard Fedorczyk
Effective Date: Effective as of the date of last signature of this Order

ORDER FORM
Order Type: Quote
Date: 07 Aug, 2023

Customer Legal Name:
CITY OF AURORA

Customer Legal Address:
44 EAST DOWNERS PLACE, AURORA, IL 60505-3302 USA

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

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

Bill To Contact:

Ship To Contact: Jolene Coulter

Ship to Phone: (630) 256-3551
Ship to Mobile:
Contact: Jolene Coulter
Email: coulterj@aurora.il.us

Currency: USD
Customer PO Number:
Solution ID: 6009252
Initial Term: 60 months
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: ~~Net 30 Days~~ Prompt Payment Act

Billing Start Date: Upon Signature of Order Form
Data Center Location: USA

Subscription Services
Billing Frequency: Annual in Advance

Subscription Services	Minimum Quantity	PEPM	Monthly Price
UKG PRO LIMITED ACCESS - EE Type: Limited Access Employees	0	USD 1.00	
UKG PRO HR ONLY/GLOBAL EMPLOYEES - EE Type: People Center Employees	0	USD 4.00	

| GREAT PLACE TO WORK CERTIFICATION - ASSESS TIER | 1 | USD 0.00 | USD 0.00 |

Subscription Services	Minimum Quantity	PEPM	Monthly Price
UKG PRO TALENT ACQUISITION - EE Type: Non-Compensated Employees	1,200	USD 3.00	USD 3,600.00
UKG PRO ONBOARDING - EE Type: Non-Compensated Employees	1,200		INCL
UKG PRO PERFORMANCE AND COACHING - EE Type: Non-Compensated Employees	1,200	USD 3.50	USD 4,200.00
UKG PRO DOCUMENT MANAGER - EE Type: Non-Compensated Employees	1,200	USD 2.00	USD 2,400.00
UKG PRO PEOPLE CENTER - EE Type: Non-Compensated Employees	1,200	USD 7.00	USD 8,400.00
UKG PRO PERFORMANCE REVIEWS - EE Type: Non-Compensated Employees	1,200		INCL
UKG PRO COACHING AND DEVELOPMENT - EE Type: Non-Compensated Employees	1,200		INCL
Total Price			**USD 18,600.00**

Professional Services - Fixed Fee

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

Professional Services - Fixed Fee	Billing Role	Quantity	Unit Price	Total Price
UKG PRO MILESTONE LAUNCH - Launch Quantity 1,200	Grouped	1	USD 163,400.00	USD 163,400.00
Total Price				**USD 163,400.00**

Quote Summary

Item	Total Price
Total Monthly SaaS Fees	USD 18,600.00

Item	Total Price
Total Fixed Fees	USD 163,400.00

Order Notes:

UKG Pro People Center includes: • UKG Pro People Center • UKG Pro Benefits • UKG Pro Career Development • UKG Pro SSO • Business Intelligence ("BI") Reporting Tools including: o Two (2) Report Administrators o Eight (8) authors o Fifty (50) consumers o Unlimited Recipients • Online human resource and benefits library for two (2) users

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Minimum Quantity.

People Center Employees: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.

Non-Compensated Employees: persons not receiving a check, advice of deposit or otherwise compensated by the Customer using the Applications as set forth herein.

Limited Access Employees: All persons with a status of terminated who maintain access to the UKG Pro Pay and People Center at any time during a month)

The Launch services are based on the Non-Compensated Employee Quantity. In the event that the number of Customer's employees exceeds 110% of the Non-Compensated Employee Quantity below as of the applicable Application live date, then Customer agrees to pay UKG $185.00 per each additional employee. For clarification purposes, this additional Launch fee if applicable shall only be charged to Customer as of the applicable Application live date and Customer shall not be charged for any additional Launch fees subsequent to that date. The Launch services shall be provided to Customer for only the services as set forth in the Statement of Work which is made a part hereof and incorporated by reference as Statement of Work. Launch services outside of the scope of the Statement of Work shall be quoted to Customer and agreed upon by the Parties in writing.

Great Place to Work Certification – Assess Tier is subject to the Agreement and the supplemental terms located at: http://www.ukg.com/supplement/GPTWCertification.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

CITY OF AURORA		**Kronos Incorporated**	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

The monthly price on this Order 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. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.

Statement of Work

This Statement of Work (SOW) outlines the scope of services to be provided by UKG for the implementation of the Application(s) in the Order.

The scope of services described herein are fixed price based and subject to the same terms and conditions as the corresponding Order. Unless otherwise defined herein, words and expressions defined in the Order shall have the same meaning in this Statement of Work.

UKG's Launch methodology ("Launch") provides proven and repeatable processes that are supported with UKG standard tools, templates and proven training paths that deliver a successful launch of the Application(s). UKG and the Customer will collaborate throughout the Launch process performing tasks such as requirements workshops, system configuration, data conversion, integration configuration, testing cycles, production support, and project management.

With Launch, UKG uses its proven methodology to provide training and services to deploy the Application(s). Launch will be delivered as described in this document.

1. **Application(s) in scope**
   UKG Pro People Center
   UKG Pro Talent Acquisition (Recruiting and Onboarding)
   UKG Pro Performance and Coaching (Performance Reviews, Succession, and Coaching & Development)
   UKG Pro Document Manager
   UKG People Analytics with WFM Data

2. **Introduction to Launch**

   Deployment Strategy
   The deployment of the Application(s) is a collaborative endeavor. UKG will work with Customer to determine the most logical and efficient deployment plan of the Application(s) based upon, Application(s) purchased, and Launch duration outlined in this document. This best practice approach will be tailored to Customer's business objectives. In all deployments, UKG Pro People Center and UKG Pro Workforce Management will be deployed first and the project team members from UKG and Customer shall determine the deployment sequence of the additional Application(s) where applicable.

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

Launch Phase	Description
Welcome	Preliminary preparation involves four basic elements: UKG's internal readiness and team assignments, Customer preparation, a project team initial kick off meeting and Application(s) access.
Requirements	UKG will perform a discovery process by interviewing the Customer's subject matter experts from different functional areas. Information that has been gathered during the requirements phase is used to determine the current system set up, the new system definition requirements and allow UKG to determine the best fit between the Customer's business requirements and the UKG Application(s).
Build	This phase is designed to configure Customer's Application(s), build interfaces, and migrate employee data into UKG Pro People Center from legacy system. This phase will also provide unit testing to ensure that each iteration delivers a fully configured component of the system.
Test	Testing includes functional/user acceptance testing for the applicable Application(s).
Go-Live	This phase consists of UKG assisting the Customer with the first live processing, the rollout of the Application(s) and transition to support.

UKG

3. Roles and Responsibilities

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

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

Activities	UKG	Customer
Project Management		
Review the scope of services with Customer including contract documents and resource assignments	√	
Validate scope of services by reviewing contract documents and resource planning		√
Manage UKG team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline	√	
Manage Customer team's project resources, budget, and scope/deliverables to ensure they are being met per the project timeline		√
Create status reports and facilitate status calls with project team	√	
Partner with Customer to identify, manage, and resolve project issues	√	
Partner with UKG to identify, manage, and resolve project issues		√
Provide Customer communications and general project-related management activities	√	
Create change management and training for managers and employees		√
Welcome Phase		
Share project goals and success criteria with UKG project team		√
Facilitate and attend the kick-off meeting	√	
Attend and participate in the kick-off meeting		√
Assist in defining necessary Customer resources and a training plan as part of the project plan	√	
Key project resources attend recommended training course(s) throughout implementation		√
Provide Customer access to the Application(s) as contracted in the Order	√	
Requirements Phase		
Gather all available policy, procedure documentation, and business use cases to complete the data collection process		√
Describe the expected solution, business processes, and business rules for all employee groups in scope		√
Facilitate rapid review, feedback, and signoff on all project documentation as required to meet project deadlines		√
Conduct workshop(s) to define testing strategy	√	
Participate in workshop(s) to define testing strategy		√
Lead requirements workshop(s) to gather business requirements	√	
Participate in requirements workshop(s)		√
Participate in documentation of the project assumptions, risks, and system configuration needs based on completed requirements and UKG recommended configurations		√
Participate and lead in the documentation of the project assumptions, risks, and system configuration needs based on completed requirements and UKG recommended configurations	√	
Create Project Scope Document detailing the results of the requirements phase	√	
Provide Customer with a detailed project plan	√	

UKG

Activities	UKG	Customer
Create Customer defined test scripts		√
Build Phase		
Complete mutually agreed upon UKG configuration tasks and complete unit testing to validate configuration	√	
Complete mutually agreed upon Customer configuration tasks and complete unit testing to validate configuration		√
Share data mapping process and field specifications with Customer	√	
Provide data translations and field mapping defaults for all required fields		√
Provide source data for production processing in the UKG approved conversion table formats		√
Convert Customer data from UKG's conversion table format	√	
Review and approve converted data according to the agreed upon schedule		√
Configure interfaces as defined in the *Launch Guidelines/Assumptions* section of this document	√	
Supply technical support required for system integration and data conversion		√
Supply technical support for UKG network infrastructure	√	
Supply technical support required for Customer hardware and system networking		√
Customer reviews configuration and mutually agrees to proceed to Test Phase.		√
Test Phase		
Perform interface testing		√
Assist Customer with interface testing	√	
Perform functional/user acceptance and system testing		√
Assist Customer with functional/user acceptance and system testing	√	
Go-Live Phase		
Execute manager and end-user training		√
Customer validates Application(s) and mutually agrees to proceed with Go Live		√
Provide production support and post-live support for transition to UKG's Customer Support team	√	

4. **Training**
   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.

   UKG's training model includes a role-based learning plan. Each role within Customer's organization has a specific set of courses required at specific points in Launch. Having role-based training classes ensures Customer's team members are trained on the processes they will use in their day-to-day interactions with the Application(s). The timing of this training is key. UKG aims to provide the training with as little time between training delivery date and system usage as possible. This provides for Customer's users to have an opportunity to reinforce the training through real-life application before they begin to lose the skills gained in training. End users (e.g., Managers and Employees) use a train the trainer model for learning. Customer is responsible for train the trainer learning for their managers and employees unless otherwise defined in the *Launch Guidelines/Assumptions* section of this document.

5. **Project Team Composition**
   Resource allocation and commitment are key drivers for a successful Launch. UKG uses employee resources and may use trained and approved consulting services resources ("Certified Partners") to assist in the performance of the Launch or consulting services under this Order Form. Customer hereby authorizes access by UKG, its affiliates,

and Certified Partners to the Customer information necessary to perform such services which may include access to Customer's Confidential Information and Customer Data.

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

UKG Team Resources

Resource	Key Responsibilities
Service Manager	• UKG project sponsor • Gains commitment for all project resources
Project Manager	• Primary point of contact • Responsible for achieving project objectives by coordinating with all project resources on the timely completion of project tasks • Develops and manages project schedule • Identify and develop project risk mitigation plan • Communicates overall project status and provides project reporting • Serves as initial point of escalation for all project related issues and coordinates activities needed for resolution
HR Consultant	• Primary point of contact for human resource application-related service requests • Completes human resources configuration life cycle per the Launch methodology
Talent Consultant	• Primary point of contact for talent application-related service requests • Completes Application(s) configuration life cycle per Launch methodology as applicable
Document Manager Consultant	• Primary point of contact for document manager related services • Complete the Application(s) configuration life cycle per Launch methodology
Data Conversion Consultant	• Responsible for successful migration of source data provided by Customer
Integration Consultant	• Responsible for integration creation and delivery • Works together with Customer and 3rd Party benefit vendors (if applicable) to determine requirements for file automation; initiates and manages the setup of data exchange services
User Adoption Consultant	• Primary point of contact to advise designated Customer resources to support the delivery of change management

Customer Team Resources

Resource	Key Responsibilities
Executive Sponsor	• Customer project sponsor • Gains commitment for all project resources • Provides executive-level support to the project team • Ensures that the needs of the project team are well represented and met by the steering committee
Project Manager/Lead	• Primary point of contact

Resource	Key Responsibilities
	• Responsible for achieving project objectives by coordinating with Customer project resources on the timely completion of project tasks
	• Communicates overall project status and provides project reporting to Customer steering committee if applicable
	• Serves as Customer's initial point of escalation for all project related issues and coordinates activities needed for resolution
	• Identify and manage project risks
	• Channels the team's activities toward Application(s) configuration and executing the project
HR Subject Matter Expert	• Customer's primary HR representative and designated decision maker in the area of HR
Benefits Subject Matter Expert	• Customer's primary benefit representative and designated decision maker in the area of benefits
Payroll Subject Matter Expert	• Customer's primary payroll representative and designated decision maker in the area of payroll
Workforce Management Subject Matter Expert	• Customer's primary workforce management representative and designated decision maker in the area of time tracking
Talent Acquisition Subject Matter Expert	• Customer's primary talent acquisition representative and designated decision maker in the area of talent acquisition
Talent Subject Matter Expert	• Customer's primary talent, learning and compensation representative and designated decision maker in the area of talent and compensation
Document and Case Management Subject Matter Expert	• Customer's primary resource and designated decision maker in the area of document and case management
Education and Change Management Resource	• Customer's primary resource and designated decision maker in the area of end user training and change management
System Administrator	• Customer's primary resource for Application(s) configuration and system knowledge
Technical Resource	• Customer's primary resource for technical issues related to data conversion, integrations, network, and Application(s) security
Other Subject Matter Experts	• Customer's primary resource and designated decision maker in their specific specialty area

6. **Launch Guidelines/Assumptions**
The following assumptions and guidelines were used in preparing this Statement of Work:

Application(s) Assumptions:

Service	Assumptions
General Project Assumptions	• The target Launch duration is 5 months. All Launch services end when the agreed upon scope of services is completed or expire 6 months after the Effective Date of the Order, whichever comes first. If additional services are required, they will be contracted separately. • UKG will support 1 go live(s) (deployment). If additional go lives (deployments) are needed, additional fees may apply.

Service	Assumptions
	• Customer will complete tasks as indicated in the roles and responsibilities of this document and as assigned in the final project plan by mutually agreed upon due dates. • Timeline and fixed fee assumes Customer will have established standardized HR, pay, and time policies/practices for employees included within this Order. • UKG will communicate with Customer's project manager, the appointed point of contact for Customer on this project. The Customer's project manager will be responsible for all communications and project management among all Customer parties (staff, vendors, consultants) and for the escalation and resolution of any issues for the Customer. • UKG will not be responsible for troubleshooting Application(s) or hardware not provided by UKG. • Scope changes are subject to review and may impact the project timeline or cost. If additional work beyond the initial scope of this Statement of Work is required, Customer may be charged. • All project tasks are completed through UKG's virtual (offsite) deployment model unless otherwise agreed to in an authorized service request or work order. Travel expenses are not included and will be invoiced separately as incurred. • Launch does not include customization to the Application(s). A customization is defined as any system change that extends the Application(s) beyond what is provided by the delivered Application(s). Additional fees will apply if a customization is required. Annual maintenance fees apply to all customizations. These fees are 15% of the cost of the customization.

UKG and People Center	Data Conversion
	• Customer will provide source data suitable for production processing in UKG approved conversion table formats. The data converted must map to existing UKG Pro People Center tables.
	• UKG will successfully convert the employee masterfile/people data (active employees and current year terminated employees) 1 time. A successful conversion is considered to be one that with the source data provided.
	• Data will be converted from 1 source system. Additional sources may be used for conversion; however additional fees may apply.
	
	Reports
	• one (1) employee demographic report or basic export
	
	General
	• During the Launch phase, in the event Customer requires:
	    o Customer specific flat file interface for UKG Pro People Center not otherwise included above, such interfaces will be created upon Customer request and billed at $2,000.00 each
	    o Business Intelligence ad-hoc reports, such reports will be created upon Customer request and billed at $2,500.00 each.
	    o Additional interfaces or reports with the exception of FSA/HSA or 401K will be delivered after the go live.
	• In the event Customer requires additional consulting services, including data conversion, reports, and/or Customer specific interface files after the Customer is live on UKG Pro People Center, upon Customer's request those services will be

Service	Assumptions
	performed at the then current rate or scoped on a project basis and will be billed as incurred.
UKG Pro Document Manager	UKG will provide the following: • Predefined functionality: o Employee folder structure o HR roles mapped with UKG Pro People Center HR roles o UKG Pro People Center HR data (Employee, Organization and HR User) • Enablement of advanced document generation feature • Logo of Customer applied to UKG Pro Document Manager site • Customer will be responsible for the creation of knowledge base articles in its platform
UKG Pro Performance and Coaching	UKG will support the Customer with configuration of the Application
UKG Pro Talent Acquisition	UKG will support the Customer with configuration of the Application
UKG People Analytics with WFM Data	UKG will: • Deliver People Analytics with WFM Data enabling the Customer to report on Pro data and summarized WFM data side by side using UKG Pro Cognos (this will be deployed directly in production tenant) • Deploy and configure a package in Pro Cognos to access summarized WFM data • Provide detailed documentation including data dictionary • Session with customer to review Data Hub Configuration Portal • Support setting up Cognos Roles

7. **Service Request**
Requests for change to this Statement of Work or the project it covers must be submitted to Customer's project manager in writing or in the form of an electronic service request.

Any of the following items will be considered out of scope and require a service request:
• Material changes in the scope or effort
• Material changes in the number or type of deliverables to meet the defined scope of effort
• Changes to the project resource requirements
• Changes to the Launch duration

UKG will estimate the time and cost needed to implement the change and the impact it may have on the delivery of the project. UKG will perform the requested work once the service request has been completed and signed by the Customer.

UKG PRO ADDENDUM
TO THE WORKFORCE DIMENSIONS SOFTWARE AGREEMENT

This UKG Pro Addendum (the "**Addendum**") governs the provision of the UKG Pro software as a service offerings by Kronos Incorporated, a UKG company ("**UKG**") to Customer ("Customer") and is made part of that certain Workforce Dimensions agreement dated April 15th 2022 (the "**Agreement**") between UKG and Customer.

The parties hereby agree that the following terms, which are attached to and incorporated within this Addendum, supplement the Agreement with respect to the UKG Pro software as a service offering which includes the UKG Pro Application details on the Order Form, hosting, support, and training (the "**UKG Pro Services**"). Except as provided in this Addendum, the UKG Pro Application is considered an "Application" under the Agreement and is part of the "Service" (as those terms are defined in the Agreement). In the event of any conflict between the terms and conditions of this Addendum and those of the Agreement, this Addendum will govern with respect to the UKG Pro Services. Notwithstanding anything to the contrary in the Agreement, the following shall apply to the UKG Pro Services:

1. **Definitions**
The following defined terms apply to this Addendum:

Compensated Employees: means persons receiving a check, advice of deposit or otherwise compensated by the Customer using the UKG Pro Application.

Limited Access Employees: means persons with a status of terminated who have access to the UKG Pro portal.

People Center Employees:- means Persons that do not have a terminated status in the UKG Pro Application and are not Compensated Employees.

Restore: means the initial and/or subsequent loading of Customer Data from Customer's production environment to Customer's Test Environment.

SaaS Services/Hosting: means consist of providing the necessary network infrastructure, computer hardware, third party software, database administration services and connectivity point at the SaaS site

Terminated Web Employees: means persons with a status of terminated who have access to the UKG Pro Application at any time during a month.

UKG Pro Application: means UKG Pro Software and services set forth on an Order Form which are made accessible to Customer for use under the terms of this Agreement.

2. **Hosting/SaaS Services**

UKG Inc., the parent company of Kronos Incorporated, and Kronos SaaShr Inc., an affiliate of Kronos Incorporated, may fulfill Kronos' obligations related to the UKG Pro Services. UKG will provide the SaaS Services at the data center location indicated on the Order Form. UKG reserves the right to change the location of the data center if it deems necessary.

Customer acknowledges that the SaaS Services as described in this Section may change from time to time as is required by changes to normal business conditions. It is further understood by Customer that any changes to the SaaS Services will be applicable to all UKG's Customers that are utilizing SaaS Services. UKG will make best efforts to publish such

REV 03082022

changes to the SaaS Services within a reasonable time frame. In any event, UKG shall make changes that are equivalent or better and will not downgrade the products or services offered to Customer as of the Effective Date of this Addendum.

I. UKG Responsibilities

- Provide sufficient computer infrastructure, equipment, software, network bandwidth and security within the environment to allow the Customer access to the UKG Pro Services.
- Maintain, monitor and administer UKG's federated services infrastructure and, upon request, configure customer instances in the federation environment for UltiPro Single Sign-on Services
- Provide connectivity for the system administration users.
- Provide Customer with the release upgrade schedule for the UKG Pro Applications.
- Assign roles and password protection to all system administration users identified by Customer as requiring system administration rights.
- Execute nightly maintenance procedures.
- Maintain business continuity environment and process, which are tested annually
- Execute scheduled cumulative backup procedures (and restore as necessary)
  - o Maintain application recovery procedures (with a recovery point objective of 4 hours)
  - o Maintain cumulative backups pursuant to UKG's standard retention periods
- Monitor SaaS environment 24 X 7 X 365
- Conduct capacity planning, track application and network utilization, forecast growth and the impact on network and infrastructure and size accordingly
- Perform system maintenance and upgrades for UKG Pro Applications and all third party software required to deploy the SaaS Services.
- Perform SaaS infrastructure and network infrastructure maintenance on the following schedule for the production SaaS site:
  NOTE: Customer may experience intermittent connectivity during these periods or may be restricted from access during these periods.
- Perform system daily maintenance from 3:00 a.m. to 5:00 a.m. EST not to exceed a maximum of five (5) hours per month. No advanced notice provided.
- Perform emergency maintenance, as required, when necessary. Where possible, UKG will use best efforts to provide advanced notification.
  UKG will provide Customer advanced notification of the following maintenance via the UltiPro support portal.
  - o Perform extended release upgrade window as required three (3) times per year on either Saturday or Sunday from 2:00 a.m. to 8:00 a.m. EST.
  - o Perform extended system maintenance as required once per year on either Saturday or Sunday from 12:01 a.m. to 12:00 p.m. EST.

II. Customer Responsibilities

- Identify the key contacts responsible for coordinating all activities related to the Launch services and ongoing operation of the SaaS Services
- Provide the necessary infrastructure and/or software capabilities, network security and Directory structure to establish and maintain a SAML 2.0 based single sign-on solution between Customer and UKG for UltiPro Single Sign-on Services
- Provide UKG with a list of Customer system administration users that require access to the SaaS environment
- Maintain Customer workstations, running a supported browser
- Maintain Customer printer environment
  - o Note: MICR check printing requires HP compatible printers

- Maintain Internet connectivity to access SaaS site
- Customer shall notify UKG of events that permit changes to contractual terms, such as significant Compensated Employee growth, by providing UKG with thirty (30) days advanced written notice of its intention to use the UKG Pro Application for the additional Compensated Employees so that UKG can ensure proper configuration of the SaaS environment.
- Manage, monitor and maintain confidentiality, user security and privacy settings within the UKG Pro Software for Customer's users, including, but not limited to, user identifications, password setup/change, account lockout frequency, enabling multifactor authentication, and enabling internet protocol filtering.
- Customer will be responsible to provide for the specified connectivity between the Customer's location(s) to the internet. Customer agrees that UKG will have no liability for and Customer will not be excused from any of its obligations under the Agreement as a result of the quality, speed or interruption of the communication lines from the Customer's location(s) to the internet.

3. Testing Services
If testing services appear on the Order Form, UKG will provide a non-production instance (or "Test Environment") for the UKG Pro HR and Payroll Applications as indicated on the Order Form. Customer will receive up to a maximum of four (4) Restores to the Test Environment per each twelve (12) month period. UKG requires a minimum of five (5) business days advanced notice to complete Customer's request for a Restore. Customer will identify the key contact personnel who will be responsible for scheduling and coordinating all activities related to the implementation and ongoing maintenance of the test environment.

4. SaaS Subscription / Billing
The limitations on Customer's rights to use the Applications only for the number of employees stated on the Order Form(s) does not apply to the UKG Pro Services. Rather than having the requirement to enter into additional Order Forms to use additional capacity of the UKG Pro Services, Customer may use additional capacity subject to the applicable fees and the following terms:

The UKG Pro Services are made available to Customer for use by Customer on a variable basis for no less than the minimum quantity of employees identified on the Order Form ("Minimum Employees"). The total Monthly Fee is variable based on the actual number of employees for whom Customer is using the UKG Pro Application. The applicable total Monthly Fee is calculated based on number of employee types identified in the Order Form multiplied by the applicable per employee per month subscription fee designated on the Order Form, (Compensated Employees are an example of an employee type), multiplied by the actual employee counts using the UKG Pro Services. To reconcile for actual employee counts, promptly following the end of each quarter term starting from the Billing Start Date, UKG will invoice Customer for the actual number of employees in each month of the previous quarter that exceeded the Minimum Employees.

UKG may utilize a script, program, sequence of instructions or functional equivalent to determine an accurate number of Compensated Employees, Limited Access Employees, People Center Employees and Terminated Web Employees. The results of, and information obtained from, the electronic analysis shall be subject to the Confidential Information section of the Agreement.

Invoicing and payment of Fees will be as provided in the Agreement as amended by this Addendum and the Order Form.

5. Termination
The following provision shall replace the provision in the Agreement regarding retrieval of data at termination:

Upon Customer's written request, within five business (5) days of termination of this Agreement, UKG shall provide to Customer a copy of Customer's UltiPro Core data in a standard structured query language "SQL" server format via secured file transfer protocol "SFTP" server or similar method at a cost of $500.00 to be billed as incurred

6. Security and Subprocessors

The following provision shall replace the provision in the Agreement regarding security and privacy:

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

The parties acknowledge that additional subprocessors apply for the UKG Pro Applications. A list of applicable subprocessors is available upon Customer's request. At least thirty (30) days before any new sub-processor will carry out processing activities on Customer Data on behalf of Customer, UKG will update the applicable list and provide Customer with a mechanism to obtain notice of that update. Customer may object, on reasonable data protection grounds, to any such new sub-processor by providing notice of such objection to UKG within ten (10) days of Customer's receipt of notification of the addition of the new sub-processor by UKG. In the event UKG, in its sole discretion, is unable to forego the utilization of any such objected to new sub-processor for the processing of Customer Data or is otherwise unable to reasonably correct or remedy the Customer's objection within thirty (30) days of UKG's receipt of such objection from Customer, the Customer may terminate the impacted services upon written notice to UKG. This termination right is Customer's sole and exclusive remedy if Customer objects to any new sub-processor.

7. Training
The following training solutions shall be provided to Customer at no additional charge for the term of the Agreement.

Regional Classroom Training
UKG shall provide hands-on training at an UKG regional classroom training facility, pursuant to any published UKG training schedules and availability, and provide a comprehensive agenda for all product training. Training will be facilitated by a trained and knowledgeable instructor. All expenses related to training the employees of Customer, such as transportation, hotels, meals, etc., will be the responsibility of Customer.

Virtual Learning Environment Training
UKG 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.

Self-Paced Training
UKG shall provide self-paced product training that Customer's personnel can access at any time.

8. Publicity
~~Both Parties agree that UKG shall be entitled to refer to Customer as an UKG customer, including the use of Customer's name and logo, on public platforms that include but are not limited to lists of UKG customers, and on UKG' website.~~

9. Other Terms
Attachment A-3 (Service Level Agreement), Exhibit B (Workforce Dimension Cloud Guidelines), Exhibit C (Success Plans) and Exhibit E (Atomsphere Service and Boomi Software) are not applicable to the UKG Pro Services.   In addition, the parties acknowledge and agree that if the parties have Data Processing Addendum, it is applicable to the Workforce Dimension Services only. The parties should enter into a specific Data Processing Addendum or amend the existing one to cover the scope of the services ordered herein.

REV 03082022

AGREED AND ACCEPTED   5

Kronos Incorporated	Customer
Dated:	Dated
By:	By:
Name:	Name:
Title:	Title: